

PO BOX 1213  
BRANDON, FL 33509  
866-279-8011



## WARRANTY AND GUARANTY OF DCMG CONTRACTOR

Direct Claims Management Group

DCMG CONTRACTOR:

\_\_\_\_\_

1. This WARRANTY and GUARANTY executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the **DCMG** Contractor named in the caption (hereinafter designated "CONTRACTOR") in favor of and for the benefit of Direct Claims Management Group, Owner.

WITNESSETH, THAT

2. WHEREAS, the **DCMG** Contract Documents contains the following provision, to wit:

Neither the final payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects with reasonable promptness. The Contractor shall promptly correct, remedy, or remove from the premises all work determined by the Owner as failing to conform to the contract or as being faulty in materials or workmanship, and the Contractor shall promptly replace and re-execute the work in accordance with the contract and without expense to the Owner. If the Contractor does not remove, correct, or remedy faulty work, including any work called for by the contract documents but omitted, within a reasonable time, fixed by a written notice of the Owner, the Owner may remove the work, correct the work, or remedy the work at the expense of the Contractor. Correction of defective work executed under the plans and the specifications, whether covered by warranty of a subcontractor or materialman or by separate bond of any subcontractor or materialman, remains the primary direct responsibility of the Contractor. The foregoing obligations of the Contractor shall remain in effect until the same shall have been extinguished by operations of the statute of limitations for the jurisdiction in which the work is executed. As additional security for the fulfillment of such obligations, but in no way limiting same, the Contractor shall furnish to the Owner as a collateral instrument for use in connection with the contract bond a written warranty and guarantee of the Contractor that all work executed under the plans and specifications will be free from defects of material and workmanship for a period of three years from the date of final acceptance. In the case of work performed by subcontractors and also whenever specific guaranties, warranties, or bonds are called for in the trade sections of the specifications, the Contractor shall furnish guaranties, warranties, or bonds for such period of time as may be stipulated, on which he himself is obligor, and he shall obtain and furnish from the subcontractors or materialmen warranties,

guaranties, or bonds for such period of time as may be stipulated, against the subcontractor or materialmen; provided, however, that in the latter instance the Contractor shall also be named as joint principal with such subcontractor or materialman in any such bond, warranty, or guaranty, and the instrument shall state that liability is joint and several. The calling for and the furnishing of specific written warranties, guaranties, or bonds shall in no way limit the obligations of the Contractor set forth hereinbefore.

3. NOW, THEREFORE, pursuant to the aforesaid Contract Documents and in consideration of one dollar paid in hand, receipt of which is hereby acknowledged, and other benefits flowing to the parties, CONTRACTOR, its successors and assigns, warrant and guarantee that all work in connection with the *DCMG* contract Documents shall be free from defects resulting from faulty materials or faulty workmanship or noncompliance with the contract documents for a period of three years from the date of final acceptance or for such greater period of time after the date of final acceptance as may be stipulated for in any trade section of the specifications.

4. IN WITNESS HEREOF CONTRACTOR has executed this instrument as of the day and year first appearing above.

*DCMG* CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_