



HOME BUILDERS ASSOCIATION OF DAYTON **MEMBERSHIP ACKNOWLEDGEMENT**

The Home Builders Association of Dayton (“HBA”) recognizes that its members must maintain certain standards when providing the products and/or services they offer. The HBA therefore requires all of its members to adhere to the following standards.

1. All HBA of Dayton Builder, Remodeler and Associate members are required to strictly adhere to the most recent National Association of Homebuilders’ (“NAHB”) Performance Guidelines, as amended from time to time. A true and accurate copy of the NAHB Performance Guidelines is available from the National Association of Home Builders and is considered as Exhibit A of this Acknowledgement. Each such member of the HBA agrees and acknowledges that the failure to adhere to these Performance Guidelines shall be grounds for expulsion from the HBA.
2. All HBA of Dayton Builder, Remodeler and Associate members are required to provide all residential customers with a minimum warranty for any product and/or service they provide. A true and accurate copy of the required minimum warranty is attached to this Acknowledgement as Exhibit B.
3. All HBA of Dayton member companies shall maintain liability insurance, worker’s compensation, licensing and registration as required by local, state and/or federal laws or regulations. All HBA members are required, upon written request, to provide to the HBA Board of Directors sufficient evidence of compliance with this provision.
4. All HBA members, regardless of classification, agree to participate in the Quality Experience Program (QEP) Dispute Resolution Process. A description of the QEP and the Dispute Resolution Program is attached hereto as Exhibit C.
5. Compliance with the aforementioned requirements and standards shall be administered by the QEP Administrator and governed by the QEP Review Panel, which the Panel shall be comprised of a total of three (3) HBA members in good standing. The Administrator and Panel Members shall be appointed by the President of the HBA. Said members shall serve on the committee during the President’s term in office.

Company: _____

Acknowledged by: _____

Its: _____

Date: _____

EXHIBIT B

As a Builder, Remodeler, or Associate member of the Home Builders Association of Dayton, I shall offer the following minimum warranty to each of my residential customers:

(Company) warrants that for a period of one-year the construction related to this Project shall be substantially free from defects due to faulty workmanship and/or materials and shall substantially comply with all requirements of the plans, specifications and change orders for this Project. (Company) has not and does not authorize any individual or agent to provide any other or further written or verbal warranties. The warranty commences as of the date of occupancy or the date of completion, whichever date is earlier in time.

(COMPANY) EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH EXPRESSLY HEREIN, INCLUDING ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Customer is entitled to any and all manufacturer's warranties, all of which are primary to and supersede the Warranty provided by Company herein.