

Contract: Exhibit F

SUBCONTRACTOR'S (OR MATERIALMAN'S) WARRANTY (GUARANTEE)

WHEREAS _____, hereinafter called the "Guarantor", entered into a contract dated _____,
(Your Name or Company Name) (Date)
hereinafter called the "Contract", with Hollister Construction Services, LLC, hereinafter referred to as the "Construction Manager", for certain work, labor and/or materials related to
_____, hereinafter referred to as the "Work", in connection with the construction of a building or other improvements
(Scope of Work)
for _____, hereinafter called the "Owner", and _____, hereinafter
(Owner's Name) (Tenant's Name)
called the "Tenant"; and

WHEREAS, pursuant to the terms of said Contract, the Guarantor has obligated itself (himself) to furnish certain warranties; and

WHEREAS, the obligation to make such warranties is an essential part of the consideration for which the Construction Manager executed said Contract; and

WHEREAS, the Construction Manager and Owner as to the work and material to be guaranteed under this warranty, has performed, kept, observed, and fulfilled each and every one of the obligations, promises, stipulations, terms and conditions on its part to be performed, kept, observed or fulfilled under said Contract; and

WHEREAS, by the terms of the Contract, one of the conditions precedent to the making of a final payment is the execution and delivery by the Guarantor of this warranty; and

WHEREAS, the Guarantor is now desirous of obtaining payment pursuant to the terms of said Contract and as a condition precedent to such payment, furnishes this warranty of all work and material included in said Contract.

NOW THEREFORE, in consideration of One Dollar (\$1.00), the foregoing premises and other good and valuable consideration, the Guarantor does hereby for itself (himself) and its (his) successors, heirs and assigns, guarantee and warranty to the Construction Manager and Owner, its (their) successors and assigns, that the Guarantor has performed all the work required by the Contract in accordance with the terms hereof and that all portions of the Work completed under the Contract are perfect as to materials and workmanship and will so remain for a period of _____ year(s); and

The Guarantor does hereby further guarantee and warrant that during the period aforesaid the Guarantor will make good and replace at its (his) own cost and expense all defects in such work and be responsible for all damages caused to the Construction Manager and the Owner by such defects or by the work required to remedy such defects. All corrections to defective work shall be made at the convenience of the Owner during regular working hours and shall be performed in a good and workmanlike manner; and

The Guarantor does hereby warrant and represent that it has obtained warranties and guarantees from its (his) material and equipment suppliers and from its (his) subcontractors to the fullest extent possible and customary in the various trades; and

It is understood that this guarantee shall in no way be construed to affect in any manner any of the provisions of the Contract or to modify or limit any of the obligations, liabilities and duties of the Guarantor thereunder; and

It is further understood that this guarantee shall remain binding and irrevocable during the above stated period and that the Guarantor shall not contest the validity of, or in any way attempt to revoke or withdraw from, this guarantee for any cause whatsoever, whether arising before or after the execution of the Contract or of this guarantee; and

All questions of or disputes as to interpretations of the provisions of this guarantee shall be determined by the Architect, and the decisions of the Architect shall be final and conclusive.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be signed and executed this _____ day of _____, 20 _____.

By: _____ Name: _____
(Signature of Guarantor) (Print Guarantor Name)
Title and Company: _____
(Print Guarantor Title and Company)

WITNESS:
By: _____ Name: _____
(Signature of Witness) (Print Witness Name)
Title and Company: _____
(Print Witness Title and Company)

NOTE REGARDING SIGNING BY GUARANTOR (SUBCONTRACTOR/MATERIALMAN):

This Warranty must be signed by the President of your Company or a member of your firm and forwarded to the Construction Manager, and the person signing thereby presents that he is duly authorized to so act. In the event he is not so authorized, he hereby personally assumes and agrees to be bound by the above obligations.