



Josh Bailey
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GUARANTEE AND WARRANTY

Alaric, Inc., hereinafter called the "Guarantor", entered into a **email Agreement** dated **November 23, 2015**, hereinafter called the "Agreement", with **Silver Ponds HOA.**, hereinafter called the "Contractor", to perform the repair of north corner of sign, hereinafter described as the "Work", for the use and benefit of **Silver Ponds HOA**, hereinafter called the "Owner".

In consideration of the payments made to the Guarantor under said Agreement and in further consideration of final payment, the Guarantor does hereby for itself and its successors, heirs and assigns, guarantee and warrant to the Owner, its successors, and assigns that the Guarantor has performed all the work required by the Agreement in accordance with the terms thereof including, but not limited to, correction of items on all punch lists prepared by the Contractor, Owner and Architect, and that all portions of the Work completed under the Agreement are and will remain free from defects in materials and workmanship from **December 3, 2015**, for a period of **1 YEAR**.

The Guarantor does hereby further guarantee and warrant that the Guarantor will make good and replace, at his own cost and expense, all defects in the material and workmanship appearing during the above-stated period, and the Guarantor will be responsible for all damage caused by such defects or by the work required to remedy such defects. All corrections to material and workmanship shall be made at the convenience of the Owner and shall be performed in a workmanlike manner.

The Guarantor does hereby warrant and represent that it has obtained warranties and guarantees from its material and equipment suppliers and from its subcontractors to the fullest extent possible and as customary in the various trades and has delivered all assignable warranties and guarantees to the Owner.

It is understood that this Guarantee shall in no way be construed to limit in any manner any of the provisions of the Agreement or to modify or limit any of the obligations, liabilities and duties of the Guarantor thereunder.

It is further understood that this Guarantee shall remain binding and irrevocable during the above-stated period, and that the Contractor is an intended third party beneficiary of the undertakings made by the Guarantor herein.

GUARANTOR: _____ *Josh Bailey*

BY: _____ *Josh Bailey*

TITLE: _____ *J.P.*
(Officer or Partner)

*paid Josh Bailey \$500 for work done today
Dec. 3, 2015. Kathie Clifford for Silver Ponds
HOA
Repair brick wall - entrance to neighborhood.*