

**HOME OWNER'S HOLD HARMLISS AND INDEMNITY AGREEMENT FOR
REVOCABLE OWNER BUILT AND SUPERVISED CONSTRUCTION**

STATE OF LOUISIANA
PARISH OF ASCENSION

BE IT KNOWN, on this _____ day of _____, 20____,
before me _____ Notary Public,
personally, came and appeared _____,
Who after being duly sworn did declare that:

I, _____, owner of Lot _____,
_____ Subdivision bearing the
municipal address of _____
Desire to perform the following construction upon the above-described property,
namely (building, plumbing, electrical, or mechanical)

I hereby declare, agree and state the I, _____
request a building permit for the above described property and construction from the
Parish of Ascension.

Listed are the contractors I will use, should I desire to subcontract all or some of the
construction upon the above described property.

Building (Framing): _____

Electrical: _____

Mechanical: _____

Plumbing: _____

I realize in asking for this specialty permit, I am agreeing to perform the actual
construction myself or to have it performed under my *direct* supervision. I
UNDERSTAND THAT DIRECT SUPERVISION MEANS THAT I MUST BE PRESENT
AND SUPERVISING ON THE PREMISES AT ALL TIMES THAT CONSTRUCTION IS
IN PROGRESS. I further agree that I will hire no subcontractor unless he/she is licensed
with the Parish of Ascension. I agree that if I do not comply with this requirement, that
the Ascension Parish Building Official shall have the right to revoke this permit and to
instruct all utility providers to discontinue their service to the construction site. I do
hereby authorize him to do so.

I hereby agree to hold the Ascension Parish Governing Authority free and harmless from any and all liability for damages to any person and/or property that may result from the construction, rebuilding, remodeling or repair of my property and any act associated therewith.

I further agree to indemnify the Parish of Ascension for any and all cost from any suit for damages that may be filed for or on behalf of any person for damages to property and/or person that may result from the construction, rebuilding, remodeling or repair of my property and any act associated therewith.

I further declare that I have received and read the Louisiana New Home Warranty Act, (Act 676, of the Louisiana Legislature, regular session 1986), and am aware of all the attendant liabilities and responsibilities imposed by it.

I declare and agree and understand that this original agreement shall be filled with the Office of The Building Official of Ascension Parish and a certified copy with recording date thereon shall be furnished to the Permitting Division before any permits may be issued.

I, _____ (have or have not) contracted and built a residence over the past twelve (12) months.

HOMEOWNER SIGNATURE

SWORN TO AND SUBSCRIBED, BEFORE ME, on this _____ day
Of _____, 20____

NOTARY PUBLIC

ACT 333

Regular Session, 2003
House Bill No. 943
Effective Date 8/15/03

AN ACT

To amend and reenact R. S. 9:3143(6), 3144(A)(2), and 3150 and to enact R. S. 9:3144(B)(19), relative to home warranties; to provide for definitions; to provide for certain warranties; to provide for exclusions; to provide relative to civil actions; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 9:3143(6), 3144(A)(2), and 3150 are hereby amended and reenacted and R. S. 9:3144(B)(19) is hereby enacted to read as follows:

Chapter 5. New Home Warranty Act (Revised Statute Title 9 Chapter 9)

#3141. Purpose

The Legislature finds a need to promote commerce in Louisiana by providing clear, concise, and mandatory warranties for the purchasers and occupants of new homes in Louisiana and by providing for the use of home owners' insurance as additional protection for the public against defects in the construction of new homes. This need can be met by providing a warranty for a new home purchaser defining the responsibility of the builder to that purchaser and subsequent purchasers during the warranty periods provided herein. The warranty, which is mandatory in most cases, shall apply whether or not building code regulations are in effect in the location of the structure, thereby promoting uniformity of defined building standards. Additionally, all provisions of this Chapter shall apply to any defect although there is no building standard directly regulating the defective workmanship or materials.

#3142. Short Title

This Chapter shall be known and may be cited as the "New Warranty Act."

#3143. Definitions

For purposes of this Chapter the following words, phrases, and terms shall be defined and construed as follows:

(1) "Builder" means any person, corporation, partnership, limited liability company, joint venture or other entity which constructs a home, or any addition thereto, including a home occupied initially by its builder as his residence, A person, corporation, partnership, limited liability company, joint venture, or other entity which constructs a home, or any addition thereto is a "builder" whether or not the consumer purchased the underlying real estate with the home.

(2) "Building standards" means the standards contained in the building code, mechanical-plumbing code, and electrical code in effect in the parish, city, or other local political subdivision where a home is to be located, at the time construction of that home is commenced, or, if the parish, city, or other local political subdivision has not adopted such codes, the Standard Building Code, together with any additional performance standards, if any, which the builder may undertake to be in compliance.

(3) "Home" means any new structure designed and used only for residential use together with all attached and unattached structures constructed by the builder whether or not the land was purchased from the builder. Such terms includes structures containing multiple family dwellings or residences.

(4) "Initial purchaser" means any person for whom a home is built or the first person to whom a home is sold upon completion of construction.

(5) "Major structural defect" means any actual physical damage to the following designated load-bearing portions of a home caused by failure of the load-bearing portions which affects their load-bearing functions to the extent the home becomes unsafe, unsanitary, or is otherwise unlivable:

- (a) Foundation systems and footings.
- (b) Beams.
- (c) Girders.
- (d) Lintels.
- (e) Columns.
- (f) Walls and partitions.
- (g) Floor systems.
- (h) Roof framing systems.

(6) "Owner" means the initial purchaser of a home and any of his successors in title, heirs, invitees or assigns to a home during the time the warranties provided under this Chapter are in effect.

(7) "Warranty commencement date" means the date that legal title to a home is conveyed to its initial purchaser or the date the home is first occupied, whichever occurs first.

#3144. Warranties; exclusions

A. Subject to the exclusions provided in Subsection B of this section, every builder warrants the following to the owner:

(1) One year following the warranty commencement date, the home will be free from any defect due to noncompliance with the building standards or due to other defects in materials or workmanship not regulated by building standards.

(2) Two years following the warranty commencement date, the plumbing, electrical, heating, cooling, and ventilating systems exclusive of any appliance, fixture, and equipment will be free from any defect due to noncompliance with the building standards or due to other defects in materials or workmanship not regulated by building standards.

(3) Seven years following the warranty commencement date, the home will be free from major structural defects due to noncompliance with the building standards or due to other defects in materials or workmanship not regulated by building standards.

B. Unless the parties otherwise agree in writing, the builder's warranty shall exclude the following items:

(1) Fences, landscaping, including, but not limited to, sodding, seeding, shrubs, trees, and plantings, as well as off-site improvements, all driveways and walkways, or any other improvement not a part of the home itself.

(2) After the first year, the concrete floor of a basement and the concrete floor of an attached or unattached garage that is built separate from a foundation wall or other structural element of the home.

(3) Damage to real property which is not part of the home covered by the warranty and which is not included in the purchase price of the home.

(4) Any damage to the extent it is caused or made worse by any of the following:

(a) Negligence, improper maintenance, neglect, or improper operation by anyone other than the builder or any employee agent, or subcontractor of the builder.

(b) Failure by anyone other than the builder or any employee, agent or subcontractor of the builder to comply with the warranty requirements of manufacturers of appliances, equipment, or fixture.

(c) Failure by the owner to give written notice by registered or certified mail to the builder of any defect with the time set forth in R.S. 9:3145.

However, the provisions of the Subparagraph shall not be construed to change either the warranty periods enumerated in Subsection A of this section or the notice requirements provided by R.S. 9:3145.

- (d) Any change of the grading of the ground by anyone other than the builder, or any employee, agent, or subcontractor of the builder.
- (e) Any change, alteration, or addition made to the home by anyone after the initial occupancy by the owner, except any change, alteration, or addition performed by the builder, or any employee, agent, or subcontractor of the builder.
- (f) Dampness, condensation, or other damage due to the failure of the owner to maintain adequate ventilation or drainage.
- (5) Any loss or damage which the owner has not taken timely action to minimize.
- (6) Any defect in, or any defect caused by, materials or work supplied by anyone other than the builder, or any employee, agent, or subcontractor of the builder.
- (7) Normal wear and tear or normal deterioration.
- (8) Loss or damage which does not constitute a defect in the construction of the home by the builder, or any employee, agent, or subcontractor of the builder.
- (9) Loss or damage resulting from war, accident, riot and civil commotion, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind driven water, and changes in the level of the underground water table which are not reasonably foreseeable.
- (10) Any damage caused by soil movement which is covered by other insurance.
- (11) Insect damage.
- (12) Any loss or damage which arises while the home is being used primarily for a nonresidential purpose.
- (13) Any condition which does not result in actual physical damage to the home.
- (14) Bodily injury or damage to personal property.
- (15) Any cost of shelter, transportation, food, moving storage, or other incidental expense related to relocation during repair.
- (16) Any defect not reported in writing by registered or certified mail to the builder or insurance company, as appropriate, prior to the expiration of the period specified in Subsection A of this section for such defect plus thirty days.
- (17) Consequential damages.
- (18) Any loss or damage to a home caused by soil conditions or soil movement if the home is constructed on land owned by the initial purchaser and the builder obtains a written waiver from the initial purchaser for any loss or damage caused by soil conditions or soil movement.
- (19) Mold or mold damage.

C. The provisions of Subsection A of this section establish minimum required warranties and shall not be waived by the owner or reduced by the builder provided the home is a single or multiple family dwelling to be occupied by an owner as his home.

#3145. Required notice

Before undertaking any repair himself or instituting any action for breach of warranty, the owner shall give the builder written notice by registered or certified mail, within one year after knowledge of the defect, advising him of all defects and giving the builder a reasonable opportunity to comply with the provision of this Chapter. The builder shall give the owner written notice of the requirements of this Chapter at the time of closing.

AFFIDAVIT CLAIMING EXEMPTION FROM LICENSURE

The undersigned does hereby attest and certify that the following information is true and correct:

I am applying for a building permit from the Parish/City/Town of _____ for proposed construction activities to be performed at that certain parcel of immovable property bearing the municipal address of _____.

I understand that Louisiana law, R.S. 37:2150-2192, requires that, for this proposed construction activity, the work must be performed by a person possessing a contractor’s license or registration issued by the State Licensing Board for Contractors. However, I claim to be exempt from the requirement of having this work performed by a licensed or registered contractor based on the following exemption (place an X next to the exemption that you claim to be applicable):

NEW CONSTRUCTION:

I will serve as the contractor for the construction of a new home, will maintain the house as my personal residence following the issuance of the Certificate of Occupancy, **and:**

- _____ I have not built another house within the past year.
- _____ I have had a legal change in marital status within the past year.
- _____ I have had a change in employment such that the distance between my former home and new place of employment is at least fifty (50) miles.

HOME IMPROVEMENT:

_____ I will serve as the contractor for home improvements to my existing residence, and/or to structures adjacent to my residence.

I understand that this exemption does not apply to subcontractors who are still subject to licensing requirements listed below in the general information section of this affidavit.

General Information:

By signing this form, the homeowner affirms that s/he is pulling the permit for this project as the contractor therefor. S/he affirms that s/he will personally reside in the home (for new construction) following the issuance of the Certificate of Occupancy for this home, or that s/he currently resides in the residence (for home improvement projects). For new home construction, s/he acknowledges that s/he will not be allowed to pull a permit for the construction of another residence within one year from the issuance of the Certificate of Occupancy unless his/her legal marital status or employment has changed as outlined above, within that year. **S/he acknowledges that s/he will undertake and superintend the construction project, and that s/he will be prohibited from hiring an unlicensed subcontractor to superintend, manage, provide advice, or otherwise act as a contractor for this project.** It is recommended that the homeowner obtain builder’s risk, worker’s compensation, and liability insurance for this project, in order to be adequately protected in the event of an accident or other claim.

A “labor only” designated licensee may not work directly for the homeowner.

A person performing work on an existing residence or adjacent structures, other than the homeowner, must be registered as a State Home Improvement Contractor, for work costing \$7,500 to \$75,000. A person performing this work in violation of law may be fined up to twenty-five (25%) percent of the cost of the project including labor and materials, be subject to a cease and desist order, and/or other penalties as provided by law.

A person constructing a new residence, or performing work on an existing residence or adjacent structures in excess of \$75,000, other than the homeowner, must be licensed as a State Residential Building Contractor. A person performing this work in violation of law may be fined up to ten (10%) percent of the total cost of the project including labor and materials, be subject to a cease and desist order, and/or other penalties as provided by law.

The following subcontractors are required to hold either a State Residential Building Contractor’s license or one of the following Residential Specialty sub-classifications by the State Licensing Board for Contractors for **work (labor & materials) in excess of \$7,500** for: (1) residential pile driving, (2) residential foundations, (3) residential framing, (4) residential roofing, (5) residential masonry/stucco and (6) residential swimming pools. **A “labor only” designated licensee may not work directly for the homeowner.** Electrical, Mechanical and Plumbing work in excess of \$10,000 requires a license issued by this Board.

The contractors for whom licensure is required on this project are:

Contractors:	Contractor name (as licensed):	License number:
Pile Driver		
Foundation Contractor		
Framing Contractor		
Roofing Contractor		
Masonry/Stucco Contractor		
Swimming Pool Contractor		
Electrical Contractor		
Mechanical Contractor		
Plumbing Contractor		

If all subcontractors which require licensure are not known at the time of application, it shall be the Homeowner's obligation to file an updated affidavit with the Code Enforcement Department prior to the commencement of work related to the subcontractor's trade. The Code Enforcement Department shall not perform any inspections related to the aforementioned subcontractors work until the licensure information has been submitted and verified to be accurate.

The warranty period provided under the New Home Warranty Act will not begin until the date that legal title to a home is conveyed to its initial purchaser or the date the home is first occupied, whichever occurs first, and the current homeowner may be responsible for any defects in construction to the purchaser. The specific provisions of the New Home Warranty Act may be reviewed at: http://www.lslbc.louisiana.gov/wp-content/uploads/New_Home_Warranty_Act.pdf

The entire Contractor's Licensing Law, applicable Rules and Regulations, a list of Licensed Contractors and other information may be found on the Louisiana State Licensing Board for Contractors website, at www.lslbc.louisiana.gov.

Falsification or misrepresentation of this document may leave the homeowner without recourse through the Louisiana State Licensing Board for Contractors should a dispute arise during the construction of the aforementioned project.

I further understand that the intentional act of submitting false information to a public agency may constitute a violation of applicable provisions in the Louisiana Criminal Code, subjecting the person making the false statement to imprisonment up to five (5) years, a fine up to \$5,000.00, and/or restitution to the state including legal interest. La. R.S. 14:133.

This is a legally binding document and homeowners should consult with an attorney prior to signing should any questions arise.

Sworn to and subscribed on this date of

Date

Signature of Homeowner

Signature of Notary Public

Print Name

Date