

SUBCONTRACTOR'S GUARANTEE

Architect:

Project:

Project Location:

Owner:

Contractor: Lipsky Enterprises, Inc.

Subcontractor: _____

Subcontractor's Address: _____

Contract: _____

Guarantee Period: Two (2) Years from Date of Acceptance of Work

Guarantee Effective Date: _____ Guarantee Expiration Date: _____

1. The Subcontractor warrants and certifies to the Owner, Architect and Contractor that all of the work included in his Contract with the Contractor has been completed strictly in accordance with the intent and requirements of the Drawings, Specifications and all other Contract Documents.
2. The Subcontractor warrants and guarantees to the Contractor that all work done and materials installed under the Contract with the Contractor are and shall remain free from defects of any kind for a period of two (2) years from the date of final requisition approval.
3. The Subcontractor stipulates and agrees with the Contractor to remedy at the Subcontractor's expense any and all defects in material and workmanship which develop, or are observed during the aforesaid two-year guarantee period, except such as can be proven by the Subcontractor to have been caused by the neglect or abuse of the Owner; that he will repair and restore to its original state the work of other trades which may be disturbed or damaged in making repairs to or remedying his work; that he will restore to its original state the building, its decorations and contents which are damaged by defects in material or his workmanship; and that he will do all repairing and restoring, which are required, promptly upon receipt of written notice from the Owner or Contractor and without cost to the Owner or Contractor.
4. The Subcontractor stipulates and agrees that if he fails or neglects to carry out promptly the provisions of this Guarantee or any part thereof, the Owner or Contractor may cause all defects to be remedied and all repairs to be made without further notice to the Subcontractor and shall charge to and recover the expense thereof from the Subcontractor and/or Sureties.
5. The foregoing Guarantee of the Subcontractor is in addition to the specific Warranties/Guarantees called for in the Divisions of the Specifications. The Subcontractor stipulates and agrees to obtain all of these Guarantees, make certain that they are properly dated, signed and acknowledged, and in a form approved by the Owner and Contractor. The Subcontractor agrees to approve and endorse all of these Guarantees and deliver an original and two (2) duplicate originals of each to the Contractor with his final requisition.
6. The terms and conditions of this Guarantee contained in the aforesaid paragraphs, Number 1 through 5, shall inure and run to the benefit of the heirs, successors or assigns of the Owner, Architect and Contractor and shall be binding on the heirs, successors or assigns of the Subcontractor and his Sureties.

Subcontractor:

Corporate Seal:

By:

Dated:

STATE OF NEW YORK, COUNTY OF _____ ss:

On the ____ day of _____, 20__, before me personally came _____

_____, to me known, who being by me duly sworn, did depose and say that he resides at _____

_____ and that he is the _____ of _____, the corporation described in and which

executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF _____ ss:

On the ____ day of _____, 20__, before me personally came _____

_____, to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and _____

acknowledged to me that _____ executed same.

NOTARY PUBLIC, State of New York