

A black and white photograph of a construction worker wearing a safety vest with reflective strips. The worker is wearing a dark, heavy jacket. The background shows a blurred construction site with structural elements.

**LIFETIME LIMITED  
LABOR  
WARRANTY**



ARCHITECTURE / CONSTRUCTION MANAGEMENT / FIELD SERVICES  
MAINTENANCE / REAL ESTATE SERVICES / DEVELOPMENT

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# INTRODUCTION

Your Rice Companies Lifetime Labor Warranty



SECTION 1.0

## INTRODUCTION

Now that your project is complete, Rice Companies' goal of *"Earning our clients unwavering support to do business with us again and again"* is strengthened with our **Lifetime Limited Labor Warranty** on work completed by our remarkable field staff. This exclusive warranty, unparalleled in our industry, is a reflection of the firm belief we have in the capabilities and craftsmanship of our field crews.

A preventative maintenance program is essential to maximize the life expectancy and dependability of your facility. As a part of your **Lifetime Limited Labor Warranty**, periodic annual inspections, beginning at the completion of your project and utilizing only Rice Companies Maintenance personnel are required in order to maintain the facilities longevity and lifetime warranty. These inspections and other criteria will be discussed in detail in later sections of this warranty.

Rice Companies backs up its **Lifetime Limited Labor Warranty** using our own in-house maintenance personnel, which are the critical component to ensure your facility functions as designed. Utilizing our maintenance staff allows our clients the peace of mind that all materials, components and equipment are maintained as was originally designed.



### FAMILY FORWARD

As a 3rd generation company, family is who we are, and who we will be in the future. Our team, clients, and communities thrive when our success is measured in long-term growth, not short-term gains.

### REMARKABLY COLLABORATIVE

Our Company's growth is focused on adding services, people, and technology that enable us to work together to deliver better results for our clients — often in ways that our clients never expected or imagined.



### CONTINUOUSLY ACCOUNTABLE

As a committed partner, our entire team believes in being held accountable for the services we provide long after each project is completed.



### RELATIONSHIP DRIVEN

We build partnerships, not projects. Our goal is to earn our clients' unwavering support to do business with us again and again.



### PASSIONATELY INNOVATIVE



We're not afraid to take risks, challenge each other, or the status quo, in a continuous effort to improve our processes and our services for our clients.

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# ABOUT RICE

Single-Source Construction Solutions



## OVER SIX DECADES of **BUILDING** PARTNERSHIPS

At Rice Companies, we believe in building *partnerships*, not just *projects*. During our 65+ years in business, we've learned that our clients enjoy working with us not only for our excellent service and high standards, but also for our versatility and commitment to building partnerships.

As one of the few firms in the Upper Midwest that offer true *single-source* construction services, we work as a dedicated partner with each and every client. You have our promise to be here long after the job is done to ensure and maintain the integrity of our work. Perhaps that's why many of our clients call on us again and again to expand their facilities and build new ones.



ARCHITECTURE  
& VIRTUAL DESIGN

## OUR SERVICES



REAL ESTATE  
DEVELOPMENT  
+ BROKERAGE



SELF-PERFORMING  
FIELD SERVICES



CONSTRUCTION  
MANAGEMENT



MAINTENANCE  
SERVICES

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# SAFETY

A Priority when performing maintenance



## ZERO<sup>R</sup> INJURIES

Whenever maintenance is performed on your facility, whether it involves minor repairs or equipment replacement, safety must be a prime concern. Because OSHA requires that fall protection and other personnel protection solutions be used in order to safely perform many tasks, it is critical that a trained Rice Companies Maintenance Technician perform any maintenance and repairs to your facility.

By safely performing maintenance and other minor repairs to your facility, your company can expect the building to perform as designed.

Whenever performing building inspections, the following precautions must be taken:

- Always use fall protection when required
- Do not walk on wet roof panels, near roof edges, on ridge caps or skylights
- Verify power and gas shutoffs when working on MEP & Electrical equipment
- Do not attempt to repair structural damage or unknown items
- Do not work near the edge of the roof or parapet when cleaning or inspecting gutters without fall protection
- **Contact Rice Companies with any questions or safety concerns at 320.252.0404 or [ricecompanies.com/contact](http://ricecompanies.com/contact)**

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# YOUR PROJECT

Warranty Requirements



## WARRANTY REQUIREMENTS

In order to maintain the Lifetime Labor Warranty on your recently completed project, Rice Companies requires the following conditions are continually met:

### Owner Responsibilities:

- Contract with Rice Companies Facility Maintenance services to perform annual building inspections
- Utilize only Rice Companies maintenance and construction personnel on future building alterations, additions, repairs and maintenance
- Project must be designed by Rice Companies in-house Architects
- Follow O&M (Operations & Maintenance Manual) recommendations on all facility equipment, fixtures, roofs, walls, etc.
- Do not use 3rd party vendors to perform roof repairs, alterations, snow removal, etc. without written consent from Rice Companies
- Keep Rice Companies informed of any damage, alterations, or other changes to your facility

### Rice Companies Responsibilities:

- Perform annual building inspections and report to client
- Provide recommendations on product lifespans, deteriorating conditions, and other building items that may affect its performance
- Perform any maintenance and repairs as necessary on the original self-performed labor items in order to maintain the original design & performance specification

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# WARRANTY

Your Projects Lifetime Limited Warranty



## LIFETIME LIMITED LABOR WARRANTY

**Client Name:** \_\_\_\_\_

**RCI Project Number:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

**Property Location:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

### LIFETIME LIMITED WARRANTY

Subject to this Warranty's terms and conditions, **Rice Companies, Inc.**, a Minnesota corporation ("Contractor") grants a lifetime limited labor warranty to the above-named Client (the "Client"), that Contractor shall complete the above named project (the "Project") in a good and workmanlike manner in accordance with the Project's plans and specifications and that the Project will be free from material defects in workmanship, and in conformance with applicable building codes and generally accepted construction standards prevailing at the time of the Project's construction.

### LIMITED WARRANTY GENERAL TERMS AND CONDITIONS

**Term.** This Warranty's term (the "Warranty Term") shall commence upon Contractor's "Substantial Completion" of the Project and shall continue until the first to occur of the following: (i) expiration of a period of fifty (50) consecutive years thereafter; (ii) the Client's sale or transfer of the Property; or (iii) destruction or demolition of the Project. "Substantial Completion" is defined as the date upon which the local governing authority issues a certificate of occupancy for the Project, or, in the event the local governing authority is not required to issue a certificate of occupancy for the Project, the date upon which Contractor provides written notice to Client of Substantial Completion of the Project.

**Non-Transferable.** Contractor is providing this Warranty to the Client only. This Warranty shall be non-transferable without the Contractor's prior written consent, which consent may be withheld in Contractor's sole discretion.

**Condition to Coverage.** It shall be a condition precedent for coverage under this Warranty that payment in full is made to Contractor upon Substantial Completion. This Warranty shall automatically be void and unenforceable and of no further force and effect in the event Client fails to make payment to Contractor in full upon the Project's Substantial Completion.

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# WARRANTY

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**Manufactured Products.** This Warranty is for Contractor's self-performed labor only. To the extent assignable, Contractor shall assign to Client all manufacturer's warranties for products and materials incorporated into the Project. Client's only warranty on such products and materials incorporated into the Project is limited to the warranty provided by the manufacturer of such products and materials, if any.

**Warranty Claims.** In the event that the Client discovers a defect in the Project covered by this Warranty prior to the expiration of the Warranty Term, in order to seek the remedy provided under this Warranty, Client must promptly notify Contractor in writing no later than thirty (30) days after Client discovers or should have reasonably discovered such defect by sending such notification to: Rice Companies at 320.252.0404 or [ricecompanies.com/contact](http://ricecompanies.com/contact)

In the event Client fails to provide written notification to Contractor within the thirty (30) day period, Client's claim for such defect under this Warranty shall be considered waived and void and of no further force and effect.

Contractor will, upon receipt of notification within such thirty (30) day period, investigate the defect, and if Contractor determines that the defect is a valid Warranty claim covered by this Warranty's terms and conditions, Contractor shall correct the defect by repairing or replacing the same. Client must provide Contractor the opportunity to inspect the Project in order to investigate and respond to any Warranty claim. In the event Contractor determines the defect is a valid Warranty claim, all labor to correct the defect shall be at Contractor's expense. Contractor's determination of the validity of any Warranty claim shall be made in its sole and absolute discretion.

Replacement products and the work shall be reasonably similar to the current products and work, however, due to weathering, aging or availability of equivalent replacement materials, such work may not exactly match the original products or work.

**No Other Warranties/Limitation of Remedies.** This Warranty is the exclusive warranty for the Project. No other person is authorized to make, modify or change this Warranty or make any other warranty with respect to the Project. CONTRACTOR DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

THE CLIENT'S EXCLUSIVE REMEDY AND THE CONTRACTOR'S SOLE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING DAMAGES BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OF THE PROJECT, SHALL BE, AT CONTRACTOR'S OPTION, THE REPAIR OR REPLACEMENT OF THE PROJECT OR PORTION THEREOF. IN NO EVENT SHALL CONTRACTOR'S LIABILITY EXCEED THE PRICE PAID FOR THE PROJECT.

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# WARRANTY

Your Projects Lifetime Limited Warranty



UNDER NO CIRCUMSTANCE SHALL CONTRACTOR BE LIABLE IN TORT, CONTRACT OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES INCLUDING LOSS OF REVENUE, PROFITS, SERVICES, BUSINESS INTERRUPTION OR DOWNTIME.

## EXCLUSIONS

This Warranty does not cover the following:

- Damages or failures caused by Client's failure to properly maintain the Project (see appendix), Client's abuse or neglect of the Project or Client's failure to take prompt action in maintaining or repairing the Project;
- Client's misuse of the Project, including, but not limited to Client's failure to maintain proper temperature or humidity levels within the Project or Client's failure to properly use ventilation systems;
- Any use of the Project for purposes other than which it was originally designed for;
- Damage caused by insects, rodents or other animals;
- Damages caused by events outside of Contractor's control, including, but not limited to, accidents, war, terrorist attacks, changes to government regulations, court actions, and acts of God, such as fires, floods, storms, wind, hail, falling trees and lightning;
- Routine maintenance items;
- Normal wear and tear;
- Any defect for which Client fails to provide Contractor written notice of such defect within thirty (30) days after Client discovers or should have reasonably discovered such defect or such defect occurs after the Warranty Term;
- Any work performed by someone other than Contractor or Contractor's agents, including, but not limited to third party alterations, repairs, maintenance, modifications or other services provided to the Project, or on additions or alterations adjacent to the Project;
- Damages to the Project caused by Client, Client's owners, customers, employees, agents or guests or caused by work performed by someone other than Contractor or Contractor's agents;
- Personal or bodily injury of any kind; and
- Defects in materials or products not manufactured by Contractor, even if Contractor installs such products or materials on the Project.

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# WARRANTY

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## MISCELLANEOUS

**Amendment.** This Warranty may only be modified in writing signed by Contractor's duly authorized officer.

**Severability.** The invalidity, illegality or unenforceability of any of this Warranty's provisions shall not impair or affect in any manner the validity, legality or enforceability of the remainder of this Warranty.

**Governing Law.** This Warranty shall be governed by and construed in accordance with the laws and remedies of the state of Minnesota.

SAMPLE

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# APPENDIX

Your Projects Lifetime Limited Warranty



## APPENDIX

DESCRIPTION OF RICE COMPANIES LABOR WORK PERFORMED:

SAMPLE

### Authorized Signatures:

Rice Companies, Inc.	Client:
Title:	Title
Date:	Date:

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ARCHITECTURE

+

ENGINEERING

+

PROJECT MANAGEMENT

+

FIELD SERVICES

+

MAINTENANCE

+

REAL ESTATE

+

DEVELOPMENT

INTEGRATED CONSTRUCTION SERVICES