

~~(6) INSECT DAMAGE, EXCEPT WHERE THE CONTRACTOR HAS FAILED TO USE PROPER MATERIALS OR CONSTRUCTION METHODS DESIGNED TO PREVENT INSECT INFESTATION;~~

~~(7) ANY LOSS OR DAMAGE THAT ARISES WHILE THE HOME IS BEING USED PRIMARILY FOR NONRESIDENTIAL PURPOSES;~~

~~(8) ANY DAMAGE TO THE EXTENT IT IS CAUSED OR MADE WORSE BY NEGLIGENCE, IMPROPER MAINTENANCE, OR IMPROPER OPERATIONS BY ANYONE OTHER THAN THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS; AND~~

~~(9) ANY DAMAGE TO THE EXTENT IT IS CAUSED OR MADE WORSE BY CHANGES OF THE GRADING OF THE GROUND BY ANYONE OTHER THAN THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.~~

~~(E) A HOME IMPROVEMENT WARRANTY SHALL BENEFIT ANY SUCCESSOR IN TITLE TO THE OWNER WHO OCCUPIES THE HOME FOR RESIDENTIAL PURPOSES DURING THE WARRANTY PERIOD.~~

~~(F) CONSISTENT WITH THE PROVISIONS OF THIS SECTION, THE SECRETARY SHALL ADOPT REGULATIONS THAT SET FORTH THE TERMS, CONDITIONS, AND LIMITATIONS REQUIRED TO BE INCLUDED IN EVERY HOME IMPROVEMENT WARRANTY.~~

~~(G) A CONTRACTOR WHO MEETS THE REQUIREMENTS OF SUBSECTION (B) OF THIS SECTION BY PARTICIPATING IN A HOME IMPROVEMENT WARRANTY SECURITY PLAN SHALL PROVIDE TO THE OWNER AT THE TIME OF THE CONTRACT:~~

~~(1) EVIDENCE, IN A FORM TO BE DETERMINED BY THE SECRETARY, THAT THE CONTRACTOR CURRENTLY IS A PARTICIPANT IN GOOD STANDING WITH A HOME IMPROVEMENT WARRANTY SECURITY PLAN THAT SATISFIES THE REQUIREMENTS OF THIS SECTION; AND~~

~~(2) THE NAME AND PHONE NUMBER OF THE CONTRACTOR'S HOME IMPROVEMENT WARRANTY SECURITY PLAN.~~

~~(H) A CONTRACTOR WHO PROVIDES A HOME IMPROVEMENT SHALL PROVIDE THE OWNER WITH A NOTICE THAT SHALL BE INCORPORATED IN A CONSPICUOUS MANNER IN THE CONTRACT AND THAT SHALL INCLUDE THE FOLLOWING LANGUAGE IN TYPE AT LEAST AS LARGE AS 12 POINT TYPE:~~

~~“NOTICE TO OWNER~~

~~YOUR HOME IMPROVEMENT WILL BE COVERED BY A HOME IMPROVEMENT WARRANTY THAT SHALL WARRANT AT A MINIMUM THAT:~~