



**Limited Lifetime Transferable Warranty
Waco Foundation Repair, Inc**

Job #: _____ # of Piers: _____

This certifies that: _____, as original customer and owner of the home located at: _____ and has used the Waco Foundation Repair, Inc. system of foundation repair and is covered by this limited warranty

Definitions, Exclusions, and Conditions of Limited Warranty

Scope of Warranty – What is Covered?

This limited Lifetime Warranty, hereinafter referred to as “Warranty”, applies to the work performed by Waco Foundation Repair, Inc. under the terms and conditions of the attached CONTRACT executed on _____ Provided that Owner or New Owner has complied with the provisions of this warranty, then if there is any vertical DOWNWARD settlement of more than 1/2” occurs in the pierid area, other than settlement caused by earthquake, severe wind, flood, extreme change in the water table, other Acts of God, or any similar man-made condition, then Waco Foundation Repair, Inc., will at no cost or expense to the current homeowner, will correct any defect in workmanship or material that may have occurred to order to stabilize the area. Warranty includes adjustments of piers and pilings only.

Warranty Period

The Limited Lifetime Warranty period begins on the date repairs are completed and continues through the life of the home, so long as the structure is used for the same purpose as used at the time work was completed and there have been no additions to the structure that would increase the load on the installed piers and pilings. This Limited Lifetime Warranty is contingent upon prompt payment per terms of the CONTRACT. Any uncured nonpayment of the obligations under the CONTRACT by the Owner will result the Limited Lifetime Warranty becoming null and void. Any reinstatement of the Limited Lifetime Warranty will be at the sole discretion of Waco Foundation Repair, Inc.

Exclusions – What is Not Covered?

This warranty does not cover damages caused by the Owner or Owner’s agents, employees, or other contractors, Acts of God, soil slippage, earthquake, fire, non-coverage insurance policy, riot, civil commotion, or Acts of Public Enemy. Waco Foundation Repair, Inc. shall not be responsible for damage to driveways, walks, lawns, trees, shrubs, and items of personal property. It is agreed and understood that Waco Foundation Repair, Inc. shall not be responsible for pre-existing defects or damage to property. Waco Foundation Repair, Inc. specifically excludes repair for cosmetic damages, or plumbing separation that may occur during the pressure grouting or lifting procedure. Waco Foundation Repair, Inc. shall not be responsible for damage or settlement in areas not supported by Waco Foundation Repair, Inc. piers (including interior portions of slab foundations supported only by mud jacking): as a result of structural repairs and/or shimming of interior portions of Pier & Beam floor systems: or for piers installed under wing walls, which are or were not supported by grade beams poured monolithically with the foundation. Waco Foundation Repair, Inc. shall not be responsible for damage of settlement: Caused by plumbing leaks or inadequate drainage, caused by upheaval, (upheaval means that a segment or segments of the foundation rise above elevations which existed at the time repairs were completed); caused by another parties alterations of Waco Foundation Repair, Inc.’s work; caused by elements, fire, acts of God, or any cause beyond Waco Foundation Repair, Inc.’s reasonable control; or caused by lack of proper maintenance as define by the handout on Foundation Maintenance provided with this Limited Lifetime Warranty. Waco Foundation Repair, Inc. shall not be responsible for structural or cosmetic damage to the structure caused by subsequent foundation settlement; such limitation includes but is not limited to; sheetrock, paint, wall covering, floor covering, glass, tile, brick and/or mortar, plumbing systems, etc. This Warranty does not cover; repairing or replacing floor covering and/or any other items damaged or removed to access or adjust piers consequential damages to heating or air conditioning equipment, sheetrock, wallpaper, plaster, glass breakage, shrubbery or any plumbing caused by adjusting this foundation; any damages to the home or structure, including but not limited to concrete, brick, mortar, or other rigid materials either during or after the work under this contract. Minor cracking of drywall and brick joints cannot be eliminated as outlined in the pamphlet regarding “Expectations of Underpinning” provided with this Warranty

***Please note: Due to the rising cost of fuel, there will be a trip fee of \$75.00 for the technician to come access any new problems you may be experiencing. This fee must be made at the time the appointment is made.**

(OVER)



Transfer of Warranty

This Warranty may be transferred to a new owner subject to timely and proper notice to Waco Foundation Repair, Inc. and inspection of the property by Waco Foundation Repair, Inc. Such proper notice to Waco Foundation Repair, Inc. shall be in the form of a certified letter mailed within 10 days of transfer of ownership or "closing" whichever comes first. If after receiving notice, Waco Foundation Repair, Inc. shall have 10 days to perform inspection of the property. If in the sole discretion of Waco Foundation Repair, Inc. the property has not been properly maintained, then Waco Foundation Repair, Inc. reserves the right to terminate the Warranty by providing written notice of termination to the new owners. *There will be a \$75.00 trip fee for warranty inspections which are payable at time appointment is made.***

Termination Clauses

Waco Foundation Repair, Inc. may terminate this Warranty at any time by paying the current owner in amount equal to the total payments made under the original contract. Warranty is Null and Void, and Waco Foundation Repair, Inc. shall have no obligations hereunder if:

1. Owner defaults on any payments owing to Waco Foundation Repair, Inc. and such defaults remain uncured for 30 days after written notice of default provided to the owner by Waco Foundation Repair, Inc.
2. Additions or changes are made to the structure at or near the area where repairs were made that would increase the load on the repaired areas.
3. The Foundation is undermined by natural causes or third parties; (e.g., earthquake, interior movement, underground springs, plumbing leaks, creek beds, being located on fault line, erosion by diverted water, etc.)
4. A swimming pool or other underground facility is installed within 10 feet of repaired area.

Owners Responsibility

Owner is responsible for testing plumbing (before and after work is completed) and making necessary repairs as needed to prevent future soil saturation. Proper maintenance is essential to insure the stability of your foundation. It is the owner's responsibility during warranty period to care for the property as outlined in the maintenance procedures provided to owner with this warranty. Should the owner fail to properly maintain the property in accordance with the instructions outlined in the foundation maintenance article provided with this warranty, the owner completely releases Waco, Inc. from liability for any/all damages that occur.

Notice Provisions and Rights to Cure Provisions

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance or this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, no later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor the opportunity to inspect and cure the defect as provided by Section 27.004 Property Code. If the owner fails to give such inspection opportunity, the owner waives any claim of any type as to Waco, Inc. liability for damages under contract or the warranty.

Limitations of Damages

It is agreed and understood that the full extent of Waco Foundation Repair, Inc. liability in this work shall not exceed the agreed price of this work. Waco, Inc. excludes any and all consequential damages resulting from the work performed. Waco Foundation Repair, Inc. Also disclaims and owner waives all other warranties, guarantees, conditions, or liabilities expressed or implied arising out of law or otherwise, including without limitation consequential or incidental damages. In no event shall you be entitled to consequential damages regardless of whether the claim is based on warranty, contract, tort or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply

Express Limitations

No other guarantees or representations are made other than those expressed in writing by Contract and Warranty, and no parties or salespersons are empowered to extend the warranties and guarantees stated herein. The terms and conditions set forth in this agreement represent the entire agreement between Waco Foundation Repair, Inc. and the Owner. Owner acknowledges and agrees that this express Limited Warranty is the only warranty, expressed or implied, given by Waco, Inc. All other warranties, expressed or implied, including any warranty of merchantability and warrant of fitness for purpose, are excluded; no parties or salespersons of Waco, Inc. are empowered to extend the warranties or guarantees stated herein. This warranty shall not be extended; altered, modified or varied except by written instruction executed by the parties in no event shall damages for breach of warranty exceed the price paid by owner to Waco, Inc. accordingly. Owner agrees to assume responsibility for insuring against or otherwise bearing the risk of greater damages Waco, Inc. specifically disclaims any warranty or merchantability or fitness of the repairs.

THE FOREGOING IS OUR SOLE WARRANTY



Warranty Transfer Form

Date: _____ Date work was done: _____ Job # _____

Current Owner:: _____

Address: _____

City: _____ Zip Code: _____

New Owner(s): _____

Mailing Address (if different): _____

City: _____ Zip Code: _____

Phone#: _____ Alt. #: _____

Email Address: _____

By signing below, the limited warranty will be transferred into the new owner(s) name for the property at the job address stated above.

Printed Name of Previous Owner Signature Date

Printed Name of New Owner Signature Date

Printed Name of New Owner(s) Signature Date

This form must be completed and returned to WFR within ten business days from the closing date or warranty will be Voided