

# BAY AREA FOUNDATION REPAIR, INC.



2119 CR 129 (FM 2351)  
P.O. Box 901  
Friendswood, TX 77549

(281) 992-9000  
Fax (281) 482-2144

## LIFE-TIME WARRANTY

Certificate No. \_\_\_\_\_

Owner recognizes that soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather. If any re-raising of the area on which Contractor performed the work set forth herein is necessary due to such settling during the life of the structure after completion of project, Contractor will re-raise settled area where Contractor's piers have been installed, without cost to Owner. This agreement, and the provisions of this paragraph do not extend to any portion of the building other than the portion upon which Contractor actually performed work. Owner must provide evidence of settling in the area which the Contractor performed work. Owner understands that suitable evidence must be in the form of a real estate inspection report completed by a licensed real estate inspector or engineer. Owner agrees that original warranty must be furnished to Contractor for a claim to be processed. Contractor guarantees that all materials furnished by him will be standard quality, free from defects, and will be installed in good workman like manner. This warranty may be transferred to one subsequent Owner of the property. In order for the transfer to be effected, written notice must be furnished and a fee of \$100.00 paid to the Contractor within thirty (30) days of closing of sale by Owner, in person or by mail. For adjustments after five years there will be a fee of \$65 per pier.

This warranty remains in effect so long as the following provisions are satisfied:

1. Structure has not been altered or additions made to it without prior written approval of the Contractor,
2. The structure has not suffered fire damage to any degree
3. The structure has not been subject to flood damage ("flood damage shall include water or sewer leaks under or adjacent to the foundation"), or heave -upward movement of the foundation due to soil expansion.
4. The structure is not located on an active fault,
5. There is no repair or work done to any piers Bay Area Foundation Repair, Inc. installed by anyone other than Bay Area Foundation Repair Inc.. Contractor does not warrant any part of the foundation not addressed by contractor or presents as normal (level), Owner accepts those parts of the foundation as is and Contractor does not warrant its future viability.
6. Excavations are not made closer to the foundation than their depth.
7. The payment conditions of the agreement are met.

Any adjustment pursuant to warranty will be made to only the area of the repair outlined by this contract at no expense to the Owner of the structure so long as all provisions of the agreement are met. In the event that Bay Area Foundation Repair, Inc. and the Owner can not agree that repairs have been made pursuant to the warranty, the Owner may retain a registered professional civil engineer of Texas engaged solely in the private practice of his profession and is knowledgeable in soils and foundations in the area, and who is acceptable to the Contractor and/or Bay Area Foundation Repair, Inc., at the sole expense of the Owner, to act as an arbitrator to effect a binding agreement between the parties.

This agreement shall take effect only upon the execution of same by Owner and an Officer or duly appointed representative of Contractor, and same shall constitute the entire contract between parties. Any subsequent amendment, modification, or agreement which operates to alter this contract, and which is signed or initialed by Owner and Contractor or representative of Contractor, shall be deemed a part of this contract and shall be controlling in case of conflict to the extent that it alters this contract. No oral representations thereof can change or modify this agreement. Owner agrees that no oral representations have been made and that oral representations can not change or modify this agreement.

Payment of the contract sum may be secured under Texas mechanics lien laws of Chapter 53 of the Texas property code should payment be in default.

OWNERS NAME \_\_\_\_\_

JOB ADDRESS \_\_\_\_\_

COMPLETION DATE \_\_\_\_\_

TRANSFERRED TO:

NEW OWNER \_\_\_\_\_

TRANSFER DATE \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

*Must be signed by authorized Bay Area Foundation Repair, Inc. officer*