

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible. The house will be lifted until, in the sole opinion of the Company, further raising will produce or create unacceptable damage to the foundation or structure.
2. The stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may cause or create new damage by movement or lack of movement.
3. The Company has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, sprinkler systems or sprinkler heads, electrical wiring other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas or personal property without regard to when or where said damage occurs. Contractor is nor responsible for damage to plumbing caused by lifting or installation of pilings/piers. Contractor is not responsible for repair of preexisting plumbing problems or deteriorated pipes. If damage occurs due to negligence of the company, company is obligated to make repairs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work starts. We will transplant shrubbery at the point of installation but we cannot guarantee that it survives. Homeowner understands and agrees company is not responsible for tile replacement of any kind unless otherwise stated in the special provisions.
4. If spread footings, builders and/or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of \$125.00 will be due for each builder's or drilled pier that must be removed or cut of from the foundation. Homeowner understands and agrees Company cannot be held responsible for workmanship on property prior to our repairs.
5. If after work has begun, it is discovered that the foundation has been constructed of substandard materials or lacks the structural strength necessary to properly transfer the load imposed by underpinning, there can be an adjustment in the contract price.
6. Owner shall supply Co mpany with water and electricity at owner's expense. Company must have access to the breaker box at all times and must enter the property at the time it is leveled.
7. If additions to the home were not doweled into existing grade beam structure, pier installation may cause separation to occur between the two structures.
8. Homeowner understands and agrees that company cannot tamp soil as mother nature can compact it. Please be advised as soils start re-compacting themselves it may be necessary for homeowner to add additional topsoil as needed.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Full payment is not made within 30 days of completion of work as specified.
2. An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of The Company, when such changes would affect loads on the foundation.
3. The structure is sited on a fault, or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, soil shrinkage, etc.)
6. The natural deterioration of the existing structure or excessive erosion of the existing sub-grade.
7. Any accidental or intentional damage, fire, flood, windstorm, earthquake or other acts of God.

WARRANTY

Within one (1) part in two hundred and forty (240) parts of the structure that it supports (1" settlement in 20' horizontal span or ¼ inch in a 5-foot horizontal span). This warranty applies to ONLY the work performed by THE COMPANY which is described as WARRANTY WORK under the terms, provisions and conditions of this contract. SEASONAL MOVEMENT is not covered under warranty. Warranty is for exterior piers only. One year warranty for Block and Base piers and spread footings and wood replacement. NO WARRANTY on re-shimming piers.

TRANSFER OF WARRANTY

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than thirty (30) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. UNLESS ASSIGNMENT IS PROPERLY MADE WITHING THIRTY (30) DAYS AFTER TRANSFER OF TITLE THIS WARRANTY IS NULL AND VOID.

To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for \$150.00 (or the current transfer fee) to the address stated below.

ARBITRATION OF DISPUTES

In the event that the Owner and Company cannot agree that the movement in the foundation has been controlled and settlement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration. Each party shall select one (1) arbitrator who shall be a Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession. If the Selected engineers cannot reach an agreement, that an Arbitrator of like qualifications shall be selected by the American Arbitration Association, or any success or thereto, on application of either party. Arbitration shall be conducted in accordance with the rules prevailing of the American Arbitration Association or any successor there to.

TERMINATION

The COMPANY may terminate this warranty at any time by paying to the current owner 50% of the amount equal to the total payments and or deposits made under the original contract.

NOTICES

Direct notices to HD Foundations located 2700 W. Pioneer Parkway- Suite #C, Arlington, Texas 76013

No Changes to this document will be valid unless approved in writing by both parties.

Date: _____

Signature: _____