

# PRESSURE PILE LIFETIME FOUNDATION WARRANTY

Certificate # 020300-18

This certifies that homeowners  
**Randy and Lorena Pettiette**

at 2113 Boden League City, Texas 77573

have used the Pressure Pile system of foundation repair.

If any adjustments are required during the life of this home due to settling, our company or another designated Pressure Pile contractor will re-raise all areas previously underpinned without cost to the owner. This warranty is completely transferable to any and all future owners of this home, provided no major structural changes have been made, and applies only to Pressure Pile installations.

Continental Foundation Repair

Company Officer Signature: Melanie Vucela

Date: October 27, 2003

## Continental Foundation Restoration Scope of Warranty

This warranty applies to **ONLY** the work performed by Continental Foundation Restoration, under the terms, provisions and conditions of the said contract. **SPECIFICALLY EXCLUDED** is the repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing (exposed, concealed, or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. The sole service to be provided by Continental Foundation Restoration under this warranty is specifically limited to re-leveling of the foundation in any area repaired under the provisions of the said contract where differential deflections, after repairs were completed, have exceeded one part in the three-hundred sixty parts (1/360) or within a tolerance of plus or minus one, one hundredth of one foot (0.01').

### EXCLUSIONS

In addition to the specific exclusions listed above, this warranty shall be null and void if:

- The Structure is altered or modified, or if additions are made to it which affect the loads on the foundation without the prior written approval of Continental Foundation Restoration.
- The Structure suffers fire, flood, or storm damage to any degree which would affect loads on the foundation. Flood damage shall include water or sewer leaks under the adjacent to the foundation.
- The Structure is sited on a fault.
- Underground facilities or swimming pool are installed within a horizontal distance equal to or less than their depth from the foundation.
- The foundation is undermined (i.e. soil slumping, erosion, creek beds, excavations, etc.)

### ARBITRATION OF DISPUTES

In the event the OWNER or OWNERS and Continental Foundation Restoration cannot agree that the movement in the foundations have controlled and movement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration as follows:

- Each party shall select one (1) arbitrator who shall be Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundation and engaged solely in the private practice of his or her profession, who is acceptable to both parties and the two (2) so select a third (3<sup>rd</sup>) or like qualifications.
- Failing a selection of an arbitrator by either or by the two (2) so selected, an Arbitrator of like qualifications shall be selected by the American Arbitration Association, or any Successor thereto, on application of either party.
- Arbitration shall be conducted in accordance with the rules prevailing of the American Arbitration Association, or any Successor thereto.

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