

6568 College • Beaumont, Texas 77707 (409) 866-2349 • Fax (409) 866-0266

LIFE-TIME WARRANTY

Certificate No. 13591

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, Contractor will re-raise settle area where Contractor's piers have been installed, without cost to the 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 the 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 known defects, and will be installed in good and workmanlike 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. 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 subjected to flood damage, (4) The structure is not located on an active fault, (5) The payment conditions of the agreement are met. This warranty is backed by a claim reserve account.

Contractor agrees, upon receipt of final payment, to release said work from any and all pay claims. Should Owner fail to promptly release final payment to Contractor upon completion, then Owner agrees to pay all reasonable costs incurred by Contractor as a result of any collection attempts.

This agreement shall become binding only upon the execution of same by Owner and an Officer or duly appointed representative of Contractor. This agreement shall constitute the entire contract between the 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. Owner agrees that no oral representations have been made and that oral representations cannot change or modify this agreement.

Payment of the contract sum may be secured by Mechanics and Materialman's lien under the laws of the State of Texas should payment be in default.

JOB ADDRESS: 1202 Hereing	PORT Neches, 1x
COMPLETION DATE: 2-10-21	•
TRANSFERRED TO NEW OWNER:	
TRANSFER DATE:	
BY:	DATE: