

D-SQUARE FOUNDATION REPAIR LIFETIME WARRANTY

Warranty holder(s): Gorham
Address: 414 Huckleberry, Lake Jackson
Repair date(s): 04/2021

This certificate is to confirm that your lifetime warranty has been registered in our files.

THE GUARANTEE STATES:

It is the intention of D-SQUARE FOUNDATION REPAIR. to guarantee the differential movement (settlement) of that portion of the foundation covered by this contract within one part in three hundred and sixty parts for the life of the structure it supports. (1" settlement in 30' horizontal span). If differential movement occurs and is caused by settlement of installed pilings or piers, adjustment will be made to restore repaired area of foundation to its last repaired elevation at no cost to the Owner, excluding the cost of removing and replacing flooring material (carpet, linoleum, ceramic tile, etc....) and breaking concrete access holes or re-digging access tunnels, if applicable. Wing walls that are not attached to the original foundation are not covered by this warranty. Add on fireplaces are not covered by this warranty.

WARRANTY TRANSFER:

This agreement is transferable to the new Owner as long as the transfer is made within thirty (30) days of the sale of the structure and applicable transfer fee is paid per repair job with said notification. This agreement is also transferable with no charge if a sale is closed within 90 days of the repair. Contact our office to arrange the transfer or mail the transfer fee to 16242 Highway 288-B, Angleton, TX 77515. **SHOULD ASSIGNMENT NOT BE PROPERLY MADE, THIS WARRANTY IS VOID.**

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. The structure is altered or modified, or if additions are made to it which would affect loads on foundation, without the prior written approval of D-SQUARE FOUNDATION REPAIR.
2. The structure suffers fire, flood or storm damage to a substantial degree which would affect loads on the foundation, flood damage shall include water or sewer leaks under or adjacent to the foundation.
3. The structure is sited on a fault.
4. Underground facilities or swimming pools are installed within a horizontal distance equal to or less than their depth from the foundation.
5. The foundation is undermined (i.e. Soil lumping, eroding plumbing leaks, creek beds, excavations, etc.)
6. The foundation is repaired by anyone other than D-SQUARE FOUNDATION REPAIR after this warranty becomes effective.

If settlement in excess of the above tolerance is found, the adjustment will be made at no expense to the Owner of the structure so long as all provisions of the agreement are met. **NOTE:** Any cost associated with repairing drywall, brick, framing, flooring or other cosmetic changes due to resettlement are not included in this guarantee.

In the event that D-SQUARE FOUNDATION REPAIR. and the Owner cannot agree that the settlement of the foundation has been controlled and settlement is within the tolerance specified above, the Owner may retain a registered professional civil engineer of Texas, engaged solely in the private practice of his profession and knowledgeable in soils and foundations in the area, and who is acceptable to D-SQUARE FOUNDATION REPAIR., at the sole expense of the Owner, to act as an arbitrator to affect a binding agreement between the parties.

If you have any questions please contact us at 16242 Highway 288-B, Angleton, TX 77515, (979) 848-2810, (979) 265-1042 or 1-800-743-4977.

David R. David, Pres.

David R. David, President