

# PIERS & PIPES FOUNDATION REPAIRS

300 N Interstate 35 E Rd Ste 5, Waxahachie, TX 75165

[www.piersandpipes.com](http://www.piersandpipes.com) (469) 297-1200

[foundationrepairs@piersandpipes.com](mailto:foundationrepairs@piersandpipes.com)

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## Foundation Repair Warranty Transfer Request Form

Date of Request: \_\_\_\_\_

Current/Previous Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip code: \_\_\_\_\_

Name of New Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone Number: \_\_\_\_\_ . Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In the event a change of 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. Assignments will be made in accordance with the warranty and with the procedures in effect 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 the assignment is properly made within thirty (30) days after transfer of title this warranty is null and void. To transfer the Foundation Repair Warranty on the property, please find form below.

Review, complete the information sign form and General Conditions page. Return it by mail, or e-mail upon receipt an email or letter will be sent for confirmation.

Piers & Pipes LLC

211 E Ave G P.O Box426, Midlothian, Texas 76065

Metro [www.piersandpipes.com](http://www.piersandpipes.com) (469) 297-1200 [Foundationrepairs@piersandpipes.com](mailto:foundationrepairs@piersandpipes.com)

Please contact us If you have any questions or concerns

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 Piers & Pipes LLC, further raising will produce or create unacceptable damage to the foundation or the structure.
2. The stabilization or 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. Damage Waive/Release: Cosmetic damage may occur in the process of lifting your foundation to a structurally sound position. Piers & Pipes LLC is not responsible for cosmetic damage that may or may not occur. It should be noted that some level of risk is associated with all types of foundation repair and there is no such thing as a risk-free foundation repair movement. Cosmetic damage includes, but is not limited to cracks in sheetrock, separation at caulk lines, tile separation, mortar cracks, difficulty in opening or closing doors and windows, warping of flooring and gaps around fascia boards. By signing this contract, you are stating that you understand the possibility and take responsibility for all cosmetic damage and repairs.
3. Piers & Pipes LLC has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried to the foundation , structure, floors, plumbing, electrical wiring, A/C systems other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, sheetrock damage, separation of caulking, tile separation, mortar cracks, sticking doors and windows, warping floors, fascia board separation, etc. or personal property without regard to when or where said damage occurs. 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 will survive.
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 form the foundation, an additional cost will be due for each builder's or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered 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 adjustment in the contract price, scope of work and warranty provided.
6. The owner shall supply Piers & Pipes LLC with water and electricity at the owner's expense. Piers & Pipes LLC must always have access to the breaker box and must enter the property at the time it is lifted and stabilized.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Full payment is not made within 30 days of the specified due date.
2. An additional story is added to the structure or changes of a similar scope are made, without prior written approval of COMPANY, when such changes would affect loads on the foundation.
3. The structure is sited on a fault or is affected by an earthquake. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
4. The foundation is undermined (i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, ground water, improper drainage, etc.) Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
5. Structure is not reasonably maintained (i.e. improper or insufficient watering, etc.) Slab (or flatwork) underpinned is discovered to be built substandard (i.e. insufficient thickness, no rebar or post tension cables, improperly mixed concrete, etc.)

**LIFETIME WARRANTY-** (Concrete Pressed Piers or Steel Piers only) unless specified otherwise. It is the intention of Piers & Pipes LLC to permanently stabilize the settlement of that portion of the foundation covered by this contract. Within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span or ¼ inch in a 5-foot horizontal span). This warranty applies only to the work performed by Piers & Pipes LLC described as LIFETIME WARRANTY WORK under the terms, provisions, and conditions of this contract. **Pier and Beam Understructure shimming is provided with a 1-year warranty unless specified otherwise. Service calls with be charged at the rate of \$75.00 each. (Or current service rate)**

**TRANSFER OF WARRANTY:** In the event a change of 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. Assignments will be made in accordance with the warranty and with the procedures in effect at the time of transfer, Warranty transfer request must be mailed to the property address listed below or emailed to [foundationrepairs@piersandpipes.com](mailto:foundationrepairs@piersandpipes.com). Upon receipt of completed transfer request form an email confirmation will be sent. 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 WITHIN THIRTY (30) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.**

**DEBT COLLECTION (INTEREST, PENALTIES & LATE FEES)** The COMPANY can and will utilize all remedies allowed by law when it comes to the collection of unpaid balances. The Owner agrees to pay all interest (18% APR on unpaid balances), penalties and late fees as allowed by law if payment is not made in accordance with the terms stated and agreed to on the front of this Agreement. All costs associated with the collection of this debt, court costs, attorney's fees and county filing fees, will be responsibility of the Owner.

**ARBITRATION OF DISPUTES:** In the event if the Property Owner and Piers & Pipes LLC 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 Civil or Structural Engineering, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession. If the 2 selected engineers cannot reach agreement, then an Arbitrator of like qualification 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 thereto.

Pursuant to Chapter 27 of the Texas Property Code, if you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must describe in writing and forward by mail or in person to the contractor. You must provide the contractor with an opportunity to inspect and cure the defect as provided by Section 27/004, the Texas Property Code.

**TERMINATION:** Piers & Pipes LLC may terminate this warranty at any time by paying to the current owner an amount equal to the total payments under the original contract or a mutually agreed amount.

**NOTICES:** Direct notices to Piers & Pipes LLC located at: 211 E Ave G P.O Box426, Midlothian, Texas 76065 Or Via Email: [foundationrepairs@piersandpipes.com](mailto:foundationrepairs@piersandpipes.com)

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

Signature\_\_\_\_\_

Date\_\_\_\_\_Signature\_\_\_\_\_