

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 NTX Foundation Repair, hereafter referred to as COMPANY, further raising will produce or create unacceptable damage to the foundation or 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.
3. The act of lifting a foundation has inherent risks and often causes damage, cosmetic or otherwise. Therefore the COMPANY has no obligation to repair or replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing*, 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. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. We will transplant shrubbery at the point of installation but we cannot guarantee that it survives.
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 \$100.00 will be due for each spread footing, builder, or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation (or what has been underpinned) has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work, and/or the warranty may be voided. Substandard construction is usually not discovered until after the work has begun and possibly not until a lift is attempted.
6. Owner shall supply COMPANY with water and electricity at owner's expense. COMPANY must have access to the breaker box at all times and must enter the interior of the dwelling at the time it is lifted.

*Note: COMPANY recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the Repair Specifications listed on the front of the agreement. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner. To properly test a sewage line, it is necessary to have a working sewage cleanout. If a suitable cleanout is not found by the plumber after a reasonable search, the test will be deemed complete with regards to this contract. If the owner wants to have the test actually completed, a cleanout will need to be installed at the owner's expense. (An actual test must be performed if mud-jacking is included on the Repair Specification.) If a sewage leak is detected, it is the Owner's responsibility to have it repaired within a reasonable period of time. If the Owner is unwilling or unable to do the repairs, the COMPANY may refund any money previously collected for mud-jacking and may also void the warranty.

LIFETIME WARRANTY-Concrete Pressed Pilings or Steel Pilings only unless specified otherwise.

It is the intention of the COMPANY to permanently stabilize that portion of the foundation covered by this contract (the area where the pilings are installed), within one (1) part in two hundred and forty (240) parts of the life of the structure that it supports (1/4" in a 5-foot span). If any piling(s) installed under this agreement settle more than a 1/4" over a 5-foot span, COMPANY will adjust all affected pilings at no charge to the OWNER (does not include any costs for cosmetic repairs or tunneling to access pilings). This warranty applies to only the work performed by COMPANY described as LIFETIME WARRANTY WORK under the terms, provisions, and conditions of this contract. This warranty does not cover upheavals. Pier and Beam understructure shimming, pads and blocks, and wood replacement has a 1 year warranty unless specified otherwise.

In order to reduce frivolous warranty inspections, all agreements signed February 1, 2015 or thereafter will be charged a \$75 service charge for warranty inspections. Company reserves the right to waive the charge.

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.
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, ground water, improper drainage, etc.)
6. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
7. Structure is not reasonably maintained (i.e. improper or insufficient watering, etc.)
8. Slab (or flatwork) underpinned is discovered to be built substandard (i.e. insufficient thickness, no rebar or post tension cables, improperly mixed concrete, etc.)

TRANSFER OF WARRANTY

In the event a change of ownership occurs, assignment of this warranty to a new Owner(s) must be accomplished no later than sixty (60) 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 WITHIN SIXTY (60) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** To transfer the warranty, simply email a request stating the name of the new owner, phone number and the property address to info@NTXfoundationrepair.com. An invoice for \$100.00 will be sent via return email. Once the fee has been paid, you will receive a confirmation email confirming the transfer.

ARBITRATION OF DISPUTES

With the exception of debt collection, the Owner and COMPANY agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA with the stipulation that in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's costs, including reasonable attorney's fees, and the arbitrator shall be an engineer or builder with experience in building, designing or analyzing residential foundations. Owner and COMPANY agree that, in any arbitration proceeding, COMPANY liability shall be limited to the amount paid to the COMPANY by the Owner under this contract.

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.

CANCELLATION/RESCHEDULE POLICY

A customer may cancel/reschedule an agreement with COMPANY at any time by providing a written request by email to info@NTXfoundationrepair.com. Any job cancelled or rescheduled within 3 business days prior to the scheduled commencement will incur a \$250.00 change fee. The homeowner will be responsible for any charges incurred prior to cancellation.

TERMINATION

The COMPANY may terminate this warranty at any time by paying to the current owner an amount equal to the total payments made under the original contract or a mutually agreed on amount. No changes to this document will be valid unless approved in writing by both parties.