

Alamo Hy-Tech Foundation, Inc.

3005 I.H. 35 · Mailing Address: P.O. Box 312010
New Braunfels, TX 78131-2010
(210) 590-3231 · (830) 606-5505 · Fax (830) 606-9139

WARRANTY

THIS LIFETIME FOUNDATION REPAIR WARRANTY is issued this ____ day of ____, 200____ by **Alamo Hy-Tech Foundation, Inc.** (hereinafter "Alamo") as a result of foundation repairs performed on the property located at ____ for ____ (hereinafter "Owner") in accordance with a foundation repair contract between the parties dated the ____ day of ____, _____. These foundation repairs performed by Alamo are warranted by Alamo for the life of the structure it supports, subject to the following limitations, conditions and performance obligations of Owner stated hereafter.

SCOPE OF ALAMO WARRANTY

This foundation repair warranty applies only to work performed by Alamo for Owner found within the scope of the contract referred to herein. Alamo's sole obligation under this Warranty is specifically limited to re-leveling of the foundation and restricted to those foundation areas actually repaired by Alamo under its contract with Owner, whereby confirmed engineering differential deflections, after repairs, exceed one part in three-hundred sixty parts (1/360) or conformance with conditions on the drawing dated ____, _____. This drawing is attached hereto, and incorporated by reference herein as if set forth in full being marked as "Exhibit A."

ALAMO'S WARRANTY LIABILITY SHALL BE EXPRESSLY LIMITED TO THE FOLLOWING:

- 1. MATERIALS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF FOUNDATION CONTRACT;**
- 2. ALL MATERIALS ARE FURNISHED UNDER MANUFACTURER'S GUARANTEES AND LIABILITIES ONLY;**
- 3. THIS REPAIR WARRANTY DOES NOT INCLUDE: MINOR FRACTURES OF CONCRETE, SPALLING OF CONCRETE, MINOR DRYWALL OR PLASTER CRACKS, REPAIR OF FLOORS, REINSTALLING CARPET, EXTERIOR VENEER SURFACES, WALLPAPER REPLACEMENT, REPAINTING, DOOR OR CABINET READJUSTMENT, LANDSCAPE REPLACEMENT, LATENT DEFECTS, PLUMBING REPAIRS, ELECTRICAL REPAIRS, NORMAL WEAR AND TEAR, OWNER'S NEGLIGENCE, OR OTHER NEGLIGENCE BEYOND THE CONTROL OF ALAMO;**
- 4. REPAIR OF ONLY THOSE FOUNDATION AREAS REPAIRED BY ALAMO, I.E., PILING PLACED.**

EVENTS, ACTIONS, OR CHANGES THAT VOID WARRANTY

This Warranty is null, void and of no force or effect in any of the following events, actions or changes should occur during the ownership or possession period of Owner or the Owner's property transferee/assignee:

- 1. The structure or foundation is modified (either inside or outside) to any significant degree which affects the load/weight on the foundation, improvements constructed or demolition performed without the written consent of Alamo;**
- 2. The structure or foundation is undermined or subjected to soil slumping, excessive soil expansion, running surface water, erosion, plumbing leaks, excessive fire, flood, nearby excavation, earthquake, storm damage, rising water, act of God or any other condition that has caused the foundation to move.**

3. The structure or foundation is located on a fault line;
4. Underground facilities or swimming pools are subsequently installed within a horizontal distance equal to or less than their depth from the foundation.

DISPUTES/ARBITRATION

In the event of any dispute or claim between the Alamo and Owner, as to the meaning or interpretation of any provision of this Warranty, foundation stabilization, tolerances, plans or specifications, the following rules of binding arbitration shall apply:

1. This Warranty is governed by the laws of the State of Texas and proper venue is Comal County;
2. Arbitration shall be in accordance with the construction Industry Arbitration Rules of the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by three arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any Court having jurisdiction thereof;
3. Each party shall pay one-half of the costs of the arbitration;
4. Each party shall select one (1) arbitrator who shall be a Texas Registered Professional Structural engineer, licensed and experienced in shallow foundations for at least 10 years; these two P.E.'s shall, if possible, agree upon a third engineer with comparable professional qualifications; absent agreement on a third engineer within 30 days after arbitration is filed, the third arbitrator shall be selected by the American Arbitration Association;

WARRANTY TRANSFER BY OWNER

The Owner has the right to transfer this Warranty to a new Owner or buyer within (30) days after transfer of title on the public records. Transfer/Assignment must be made by the Owner on the Alamo form attached to this Warranty ("Exhibit B") together with a transfer fee of \$300.00.

THIS WARRANTY IS NULL AND VOID IF:

1. **TRANSFER APPLICATION IS NOT MADE BY BUYER/TRANSFeree WITHIN 30 DAYS OF PROPERTY TRANSFER ON THE PUBLIC RECORDS; OR**
2. **THE SUBJECT PROPERTY IS FORECLOSED AGAINST ANY OWNER.**

ENTIRE AGREEMENT

It is expressly understood and agreed between the parties that this is the complete Warranty Agreement between them and there are no other written or oral agreements not incorporated herein.

BINDING EFFECT

This Warranty and all its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, successors, executors, administrators and assigns.

ALAMO HY-TECH FOUNDATION, INC.,
A Texas Corporation

Date of issuance

“Our Expertise Is Set In Concrete”