

Advanced Foundation Repair, LP

APPROVED PRO-LIFT WARRANTY AGREEMENT

Advanced Foundation Repair, LP

To be completed at the time of sale and mailed along with the transfer fee of \$100.00 and copy of bill of sale to Advanced Foundation Repair, LP located at Advanced Foundation Repair, LP; 5601 W. Jefferson Blvd; Dallas, TX 75211 (214) 333-0003.

In exchange for the sum of \$100.00, Advanced Foundation Repair, LP hereby agrees to issue to buyer the foundation warranty, written below, on the property described below. In exchange for Advanced Foundation Repair, LP issuing the foundation warranty to Buyer, Buyer agrees to be bound by the terms of the arbitration clause and warranty contained in this transfer form.

The buyer(s) hereby agree to the following: All disputes between Buyers and Contractor, as well as related parties, 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 stipulations that, in the event of arbitration, the losing party will be required to pay the winning parties costs, including reasonable attorney's fees, and the arbitrator shall be an engineer or builder with experience in building, designing or analyzing residential foundations.

Warranty: If any adjustments are required of your home, due to the settling of Contractor's piers or pilings, Contractor will re-adjust all affected piers or pilings at no charge to owner. This warranty expressly excludes the cost of any consequential damage resulting from Contractor performing work under this warranty. If Contractor is unable to meet its obligations under this warranty, the Texas Foundation Warranty Trust will take over Contractor's warranty obligations as described herein. **If you sell your home, to transfer the warranty, the buyer must complete the warranty transfer form and file it with Contractor within 30 days of the sale. There is a charge of \$100, which shall be adjusted upward or downward to reflect changes in the consumer price index that occur after 01/01/05, to transfer your warranty.** To arrange a warranty transfer, call your Pro-Lift Contractor at the above phone numbers. This paragraph sets forth the complete warranty for this work. All other warranties, expressed, implied, or statutory are hereby disclaimed.

The undersigned certify that they are the sole owners of the subject property and that there are no other owners.

This is to certify that on _____, 20__ title to the property known as _____
in the City of _____, State of _____ was, or will be, transferred **from** _____
to _____ PHONE (____) _____

Executed this _____ day of _____, 20____.

(Buyer) (Buyer)

This instrument was acknowledged before me on the ____ day of _____, _____, by _____.

Notary Public for the State _____
My commission expires _____

*****FOR OFFICE USE ONLY*****

This is to certify that, by payment of the transfer fee in the amount of \$100.00, receipt of which is hereby acknowledged, and on the facts contained above, the warranty has been transferred on the records of Advanced Foundation Repair, LP to the new OWNER effective on the date of title transfer.

Advanced Foundation Repair, LP

BY: _____ DATE: _____