

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 and copy of settlement statement (top half only)** to Advanced Foundation Repair, LP located at, 5601 W. Jefferson Blvd., Dallas, TX 75211, phone number 214-333-0003.

In exchange for the transfer fee described below, 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: Owner and Contractor agree that any dispute, or lawsuit related in anyway 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 stipulations that, in the event of arbitration, the arbitrator shall require the losing party 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. Owner and contractor agree that, in any arbitration proceeding, Contractor's liability shall be limited to the amount paid to Contractor by Owner under the original contract. If Contractor files a mechanic's lien because of Owner's failure to make full payment in a timely manner, Owner agrees to reimburse Contractor for the cost of filing and removing and such mechanic's lien, including reasonable attorney's fees.

Warranty: If any adjustments to Contractor's piers or pilings are required during the life of your home due to settling of Contractor's piers or pilings, Contractor will re-adjust all affected piers or pilings at no charge to Owner. If Contractor's piers or pilings are altered or adjusted by any party other than Contractor, all warranties will be void. If Contractor is unable to meet its obligations under this warranty, the Texas Foundation Warranty Trust will take over Contractor's warranty obligations. **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. If the transfer is not made in a timely fashion, the warranty is VOID. Once a warranty has become VOID, it can not be reinstated. There is a charge of \$250, which shall be adjusted upward or downward to reflect changes in the consumer price index that occur after 01/01/2010, to transfer the warranty. A \$75.00 service fee will be assessed for any requested warranty visits in the future.** To arrange a warranty transfer, call your Pro-Lift Contractor at the phone number below. This paragraph sets forth the entire warranty for this work. All other warranties, expressed, implied, or statutory are hereby disclaimed. With regards to payments, the parties agree that time is of essence. If full payment is not made, all warranties, expressed, implied and statutory are void.

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, 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: _____

**5601 W. Jefferson Blvd., Dallas, TX 75211
Phone 214-333-0003, FAX 214-331-0004**