

Arch Foundation Repair, LP

APPROVED PRO-LIFT WARRANTY AGREEMENT

Arch Foundation Repair, LP

To be completed at the time of sale and mailed along with the **transfer fee of \$250.00 and a copy of settlement statement** to Arch Foundation Repair, LP located at 5504 W Davis St. Dallas, TX 75211 (214) 467-9700.

In exchange for the sum of \$250.00, Arch Foundation Repair, LP, hereby agrees to issue to buyer the foundation warranty, written below, on the property described below. In exchange for Arch 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's piers or pilings are adjusted or modified by any party other than Contractor this warranty is void. 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. 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 \$250.00 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 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 \$250.00, receipt of which is hereby acknowledged, and on the facts contained above, the warranty has been transferred on the records of Arch Foundation Repair, LP to the new OWNER effective on the date of title transfer.

Arch Foundation Repair, LP

BY: _____ DATE: _____