

Arch Foundation Repair
Warranty Transfer Form – One Year Transferrable Warranty

Do not use this form if you have a standard lifetime or limited lifetime warranty

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

In exchange for the transfer fee described below, Contractor agrees to issue to buyer the foundation warranty, written below, on the property described below. In exchange for Contractor 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: 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 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.

Warranty: If any defects in workmanship or materials are found in the one year period following the completion of the work, Contractor, at no charge to Owner, will correct such defects. If Contractor’s work is altered or adjusted by any party other than Contractor, all warranties will be void. This warranty expressly excludes the cost of any consequential damage resulting from Contractor performing work under this warranty. **If you sell your home, to transfer the warranty, you or 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 \$100.00 for the first warranty transfer. All subsequent transfers will be at a charge of \$250 per transfer. There is a fee of \$75.00 for all warranty service calls. All fees shall be adjusted upward or downward to reflect changes in the consumer price index that occur after 01/01/2020.** To arrange a warranty transfer, call your Contractor at the phone number shown above. This paragraph sets forth the entire 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, 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.

Arch Foundation Repair, LP

BY: _____ DATE: _____