

SAMPLE CERTIFICATE

FREE LIMITED LIFETIME WARRANTY

This WARRANTY follows the peirs or pilings on the structure and ensures to the benefit of subsequent owners so long as said structure is used for the same purposes as used at the time work was completed.



WHEREAS, ATLAS FOUNDATION CO., INC., hereinafter referred to as ATLAS, completed the repairs to the structure located at \_\_\_\_\_, city of \_\_\_\_\_, Texas, zip \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as OWNER, and ATLAS. The repairs performed by ATLAS are warranted for the life of the structure on which they were made, subject to all the conditions and provisions of the CONTRACT and LIFETIME WARRANTY:

This warranty applies only to the work performed by ATLAS under the terms and conditions of said CONTRACT, where piers or pilings were installed and the perimeter settlement in such areas, unless interior piers or pilings are installed. WARRANTY includes adjustments of piers and pilings only. WARRANTY DOES NOT include repairing or replacing floor covering and/or any other items damaged or removed to access or adjust piers or pilings. WARRANTY DOES NOT cover consequential damages due to situations beyond its control. Atlas will not be responsible for consequential damages to heating or air conditioning equipment, sheetrock, wallpaper, plaster, glass, electrical, interior or exterior lighting, roofing, plumbing or any other damages caused by adjusting the foundation or pressing pilings.

## CONDITIONS

### WARRANTY IS VOID IF:

1. Full payment is not received within 10 business days from date work is completed.
2. Additions or changes are made to the structure at or near the area where repairs were made.
3. The foundation is undermined by natural causes or third parties. [e.g. earthquake, interior movement, underground springs, plumbing leaks, creek beds, being located on fault line, erosion by diverted water, etc.]
4. Swimming pools or underground facilities are installed within 10 ft. of areas worked on.
5. Proper foundation maintenance is not followed per the recommended watering program provided. See General Conditions item 4.

### TERM

This warranty is valid for the life of the structure so long as said structure is used for the same purposes as used at the time work was completed.

### TERMINATION

ATLAS may terminate this warranty at any time by paying the current owner an amount equal to the total payments made under the original contract.

### NOTICES

All notices shall be sent by first class mail to ATLAS at the address printed on the CONTRACT.

### AGREEMENT TO ARBITRATE

By entering into CONTRACT both parties agree to submit any claim or dispute to an arbitration committee and hereby waive their rights to submit such claim or dispute to a court of law. It is specifically agreed between the parties that any claim or dispute arising out of this contract or WARRANTY or the work done in connection with such agreements will be determined by binding arbitration as follows:

- A. Each party shall select one [1] arbitrator who shall be a Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession, who is acceptable to ATLAS, and the two [2] so selected shall select a third professional of like qualifications.
- B. Failing selection of an arbitrator by either party or by the two selected, an arbitrator of like qualifications shall be selected by the American Arbitration Association, or any successor, on application of either party.
- C. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the costs incurred for the arbitration shall be equally shared by each party.

### LIMITS TO AGREEMENT

The CONTRACT and WARRANTY contain the entire agreement of the parties and there are no other warranties expressed or implied.

**ATLAS FOUNDATION CO., INC.**

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