

FOX FOUNDATION REPAIR AGREEMENT

Dallas 214-352-9427

FOX FOUNDATION REPAIR, (Contractor) and _____ (Owner), agree that Contractor will furnish a limited 10 year transferable warranty described below on the existing work at:

Address: _____, City _____, State Texas Zip Code _____.

☐ - Cost to Owner for the limited warranty is \$ 75.00 (the "Contract Amount"). The contract amount is non refundable, due and payable in full.

***** LIMITED 10 YEAR TRANSFERABLE WARRANTY*****

During the ten year period following the completion of the work if any adjustments to Contractor's piers or pilings are required due to settling of Contractor's piers or pilings, Contractor will re-adjust all affected piers or pilings at no charge to Owner. After the 10 year period ends adjustments can be made for \$100 per piling. The cost shall be adjusted upward or downward to reflect the changes in the consumer price index that occur after 01/01/2010. **Contractor is not responsible for any cosmetic damages that may be a result of; 1) foundation movement 2) adjusting pilings and 3) installing new pilings, including but not limited to replacing flooring, repairing sheetrock, plumbing repairs or brick repairs.** 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 \$75.00 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. To arrange a warranty transfer, call your Contractor. This paragraph sets forth the 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 the essence. If full payment is not timely made, all warranties, expressed, implied and statutory are void.

THIS CONTRACT IS YOUR INVOICE NO SEPARATE INVOICE WILL BE ISSUED YOUR CANCELLED CHECK IS YOUR RECEIPT

BOTH HUSBAND AND WIFE MUST SIGN THIS AGREEMENT
YOU MUST SIGN AND DATE ALL COPIES

Owner 1: _____ Date _____

Owner 2: _____ Date _____

By: _____ Date _____

For Fox Foundation Repair

Fox Foundation Repair

APPROVED PRO-LIFT WARRANTY AGREEMENT

Fox Foundation Repair (Contractor)

To be completed at the time of sale and mailed along with the **transfer fee and a copy of settlement statement** to Fox Foundation Repair, LP located at 5504 W Davis St. Dallas, TX 75211 (214) 352-9427.

In exchange for the transfer fee described below, Fox Foundation Repair hereby agrees to issue to buyer the foundation warranty, written below, on the property described below. In exchange for Fox Foundation Repair 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 any such mechanic's lien, including reasonable attorney's fees.

Warranty: During the ten year period following the completion of the work if any adjustments are required, due to the settling of contractor's piers or pilings contractor will re-adjust all affected piers at no charge to owner. If any corrections are needed after ten years, adjustments would be made an additional charge of \$100.00 per pier which shall be adjusted upward or downward to reflect changes in the consumer price index that occur after 01/01/2010. 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 \$75.00, 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 Contractor at the phone numbers 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 timely 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 Fox Foundation Repair to the new OWNER effective on the date of title transfer.

Fox Foundation Repair

BY: _____ DATE: _____

5504 W Davis St * Dallas, TX 75211
* (214) 352-9427* FAX * (214) 467-2616