

General Conditions

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible. The house will be lifted until, in the sole opinion of MBRGFR.COM, further raising will produce or create unacceptable damage to the foundation or structure.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may cause or create new damage by movement or lack of movement.
Damage Waiver/Release: Cosmetic damage may occur in the process of lifting your foundation to a structurally sound position. MBRGFR.COM is not responsible for cosmetic damages that may or may not occur. It should be noted that some level of risk is associated with all types of foundation repair and there is no such thing as a risk free foundation repair movement. Cosmetic damage includes, but is not limited to cracks in sheetrock, separation at caulk lines, tile separation, mortar cracks, difficulty in opening or closing doors and windows, warping of flooring and gaps around fascia boards. By signing this contract you are stating that you understand the possibility and take responsibility for all cosmetic damages and repairs.
3. MBRGFR.COM has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, A/C Systems other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, sheetrock damage, separation of caulking, tile separation, mortar cracks, sticking doors and windows, warping floors, fascia board separation, etc. or personal property without regard to when or where said damage occurs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the works starts. We will transplant shrubbery at the point of installation but we cannot guarantee that it survives.
4. If spread footings, builders and/or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of \$75.00 will be due for each builder's or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation has been constructed of substandard materials or lacks the structural strength necessary to properly transfer the load imposed by underpinning, there can be an adjustment in the contract price, and scope of work.
6. Owner shall supply MBRGFR.COM with water and electricity at owner's expense. MBRGFR.COM must have access to the breaker box at all times and must enter the property at the time it is lifted and stabilized.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Full payment is not made within 30 days of completion of work as specified.
2. An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of MBRGFR.COM, when such changes would affect loads on the foundation.
3. The structure is sited on a fault, or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, etc.)
6. The natural eroding of existing structure.
7. Any accidental or intentional damage, fire, flood, windstorm, earthquake or other acts of God.
8. It has been determined to be built substandard or with mesh wire.

LIFETIME WARRANTY- (Concrete Pressed Piers or Steel Piers only) unless specified otherwise.

It is the intention of MBRGFR.COM to permanently stabilize the settlement of that portion of the foundation covered by this contract. Within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span or 1/4 inch in a 5-foot horizontal span). This warranty applies to Only the work performed by **MBRGFR.COM** described as **LIFETIME WARRANTY WORK** under the terms, provisions and conditions of this contract. Pier and Beam understructure shimming 1 year warranty unless specified otherwise . Service calls will be charged at the rate of \$75.00 each. (or current service rate) (Plumbing test required prior to evaluating a warranty claim)

TRANSFER OF WARRANTY

In the event a change of ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than thirty (30) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN THIRTY (30) DAYS AFTER TRANSFER OF TITLE THIS WARRANTY IS NULL AND VOID.

To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for \$200 (or the current transfer fee) to the address stated below.

ARBITRATION OF DISPUTES

In the event that the Owner and Company cannot agree that the movement in the foundation has been controlled and settlement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration. 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. If the 2 selected engineers cannot reach agreement, then an Arbitrator of like qualification shall be selected by the American Arbitration Association, or any success or thereto, on application of either party. Arbitration shall be conducted in accordance with the rules prevailing of the American Arbitration Association or any successor thereto.

Pursuant to Chapter 27 of the Texas Property Code, if you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must describe in writing and forward by mail or in person to the contractor. You must provide contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Texas Property Code.

TERMINATION

MBRGFR.COM may terminate this warranty at any time by paying to the current owner an amount equal to the total payments made under the original contract or a mutually agreed on amount.

NOTICES

Direct notices to MBRGFR.COM located at: 2607 Vinson St. • Dallas, Texas 75212

No changes to this document will be valid unless approved in writing by both parties.

Date _____

Signature _____