



TX LLC  
1315 FM 1187 STE 109  
MANSFIELD, TX. 76063

#### LIFETIME TRANSFERABLE WARRANTY

**This page sets forth the entire warranty for this work. All other warranties, expressed, implied, or statutory are hereby disclaimed.**

The Lifetime Transferable Warranty only applies to pressed pilings or helical piers. It is the intention of the Contractor 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" in 5' horizontal span). Measurements will be based off post-elevations taken after work has been completed. If any adjustments to Contractor's piers or pilings are required during the life of your home due to settling of Contractor's piers or pilings, Contractor will re-adjust all affected piers or pilings at no charge to Owner. This warranty applies to only the work performed by the Contractor described as Lifetime Warranty Work under the terms, provisions, and conditions of this contract.

#### THIS WARRANTY WILL BE NULL AND VOID IF:

1. Full payment is not made upon completion of the work described in the agreement.
2. An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of the Contractor, when such changes would affect loads on the foundation.
3. A passed hydro-static from a licensed Master Plumber is NOT provided within 30 days. Along with the required city permits.
4. The structure is sited on a fault, or is affected by an earthquake.
5. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the depth.
6. The foundation is undermined by soil slumping, eroding, plumbing leaks, creek beds, excavations, etc.
7. Surface Water or Pipe Leaks that lead to the over saturation and failure of the piers.
8. The natural eroding of existing structure.
9. Any accidental or intentional damage, fire, flood, windstorm, earthquake, or other acts of God.
10. Condition of the foundation deteriorates and cannot support pressure required to install or adjust piers.
11. Poor maintenance of the surface area around the foundation that can cause excessive water to pool.
12. Recommendations for drainage made to the homeowner during the original scope of work that are not installed or improperly installed by the homeowner and are a direct result of the piers failing.

#### TRANSFER OF WARRANTY:

If you sell your home, to transfer the warranty, the buyer must complete the warranty transfer form and file it with GEOPRO TX LLC within 90 days of the sale. A document fee of \$125.00 IS required to transfer your warranty. To arrange a warranty transfer, contact GEOPRO TX LLC at office.geopro@gmail.com. Unless assignment is properly made within (90) days after transfer of title, this warranty is null and void. An inspection of the foundation and ground surface area may be requested prior to the transfer of warranty.

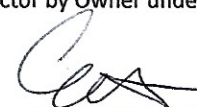
Transfer of warranty only applies to pressed piers that are installed by GEOPRO TX LLC. Any additional work performed will have a separate warranty(s) as defined on the original agreement.

#### ARBITRATION OF DISPUTES:

In the event that the Owner and Contractor 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 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 this contract.

Property Owner  
Clay Hervey  
2322 Norma Dr Mesquite, Tx 75149

Date

  
GEOPRO TX LLC

7/3/20  
DATE