

## **GENERAL CONDITIONS**

1. **KELLY LANG CONTRACTORS, INC., KLC**, under this contract will perform the work designed to return the foundation to as near its original horizontal and or vertical position as possible, until raising or straightening will produce or create further damage to the foundation or structure.
2. The stabilization of your foundation can restore the damage done to your foundation or create new damage by movements outside of the contracted work.
3. **KLC** has no obligation to fix or work on undisclosed or hidden items that arise during the work in progress, unless compensated.
4. If additional footings, or footing supports are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee could be due.
5. If after work has begun, it is discovered that the foundation has been constructed of substandard materials and lacks the structural strength necessary for **KLC** to perform the contracted work, there may be a change in method of repair and price. Substandard construction is sometimes not discovered until work has begun or a lift is attempted.
6. Owner shall supply **KLC** with water and electricity. **KLC** must have access to the breaker box at all times and must enter the interior of the dwelling if it is lifted or straightened.
7. If **KLC** is contracted to replant grass or plants we will not guarantee survival.

\*Note: Plumbing leaks can influence foundation stability, therefore, **KLC** recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in **KLC's** contract. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner. To properly test a sewage line, it is necessary to have a working sewage cleanout. If a suitable cleanout is not found by the plumber after a reasonable search, the test will be deemed complete with regards to this contract. If the owner wants to have the test actually completed, a cleanout will need to be installed at the owner's expense. If a liquid leak is detected, it is the Owner's responsibility to have it repaired. If the Owner is unwilling or unable to do the repairs, the **KLC** may void the warranty.

## **LIFETIME WARRANTY-**

**KLC** promises to install drainage system in accordance with contract. We warrant the wall against leaks. We warrant only the portion of the foundation covered by this contract (the area where work is performed). This warranty applies to only the work performed by **KLC** under the terms, provisions and conditions of this contract. This warranty does not cover upheavals. (Upheavals are not typical in the Ohio Valley)

### **THIS WARRANTY SHALL BE NULL AND VOID IF:**

1. Full payment is not made within 30 days of the specified due date.
2. An additional story is added to the structure, or changes of a similar scope are made, without prior written approval of **KLC**, when such changes would affect loads on the foundation.
3. The structure is built on a fault, is affected by an earthquake, or landslide.
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, ground water, improper drainage, etc.)
6. The natural eroding of existing structure.
7. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
8. Structure is not reasonably maintained (i.e. proper or controlled watering, maintaining roof gutters, down spouts and their exit lines beyond foundation, positive drainage away from structure, etc.)
9. The structure is of non-typical or substandard construction.
10. The foundation drainage system is not reasonably maintained. (i.e., exit lines are not kept open and flowing, sump pumps are not maintained to manufacturer's recommendations, any water not designed to be collected by the foundation drain is put into the system, etc.)

## **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. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed to **KLC**. There is no charge for transference.

## **ARBITRATION OF DISPUTES**

The Owner and **KLC** agree that 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 party's 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 **KLC** agree that, in any arbitration proceeding, **KLC'S** liability shall be limited to the amount paid to **KLC** by the Owner under this contract.

## **TERMINATION**

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