

# *ELITE Foundation Repairs*

*Certify to all that:*

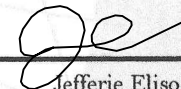
Owner Current Homeowner

Address 1213 Canvasback Drive

City Aubrey ST TX ZIP 76227

Has received a lifetime transferable warranty on all 12 piers under the provisions and terms of the original written agreement dated: April 16, 2025.



  
Jefferie Elison  
Owner

May 8, 2025

Date

See General Conditions on reverse side



## ELITE Foundation Repairs, LLC Warranty and General Conditions

Owner: Current Homeowner

Project Address: 1213 Canvasback Dr, Aubrey, TX 76227

Date: May 8, 2025

1. The work to be performed under the 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 the Contractor, further raising will produce or create unacceptable damage to the foundation or structure.
2. DAMAGE WAIVER/RELEASE: There are inherent risks associated with all types of foundation repair and there is no such thing as a risk free foundation repair. When repairing foundations, it is possible that sheetrock, wallpaper, plaster, brick, roofing, piping, wiring or other materials may crack, wrinkle or break. Therefore, it is agreed between Owner and Contractor that this contract does not include repairing or replacing any materials or systems not specifically included in the agreement. It is also agreed that Contractor shall not be responsible for trees, shrubs, other plants, sprinklers, lighting or other items that might be damaged when the work is being performed. Contractor shall not be responsible for the cost of such repairs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work starts. Contractor will transplant shrubbery at the point of installation but we cannot guarantee its survival.
3. In no event will the Contractor be liable for damages to plumbing caused by corrective lifting, digging and driving pilings or supports. Contractor will not be responsible for repairing pre or post lift plumbing problems or deteriorated pipes to the structure. Without warranty of any kind, expressed or implied. If a plumbing leak is discovered, it is the Owners responsibility to have it repaired in a reasonable period of time. Contractor may void the warranty if plumbing leaks were not repaired.
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 builders or drilled pier that must be removed or cut away from foundation.
5. Structural conditions might appear when work is in process that were not visible when your estimate was prepared, such as inadequate reinforcing steel in slab, and/or other structural deficiencies. In such cases, Owner will have the choice of terminating this agreement and receiving a partial refund or proceeding with the work with no warranty.
6. Contractor will provide all labor, materials and equipment required to complete the work. Contractor will perform the work in a good and workmanlike manner. Owner will supply Contractor with water and electricity at Owner's expense. Contractor must have access to the breaker box at all times and must enter the property at the time it is lifted and stabilized.

### **LIFETIME WARRANTY (Pressed pilings only unless specified other wise in agreement.)**

It is the intention of the Contractor to permanently stabilize the settlement of that portion of the foundation covered by this contract (the area where the pilings are installed). If any piling(s) installed under this agreement settle more than a 1/4" over a 5-foot span, Contractor will adjust all affected pilings at no charge to the Owner (does not included cosmetic repairs or tunneling to access pilings). 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. Pier and Beam understructure has a 1 year warranty. There is a \$75 warranty inspection fee.

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

1. Full payment is not made within two days of completion of work as specified unless otherwise noted on the agreement.
2. An additional story is added to the structure, or changes of similar scope are made, without the prior written approval of the Contractor, 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 the depth.
5. The foundation is undermined by soil slumping, eroding, plumbing leaks, creek beds, excavations, etc.
6. Another contractor installs or adjusts pier or piling system without Elite Foundation Repairs, LLC reviewing repair plan. Homeowner may request consent letter.
7. Any accidental or intentional damage, fire, flood, windstorm, earthquake or other acts of God.

### **TRANSFER OF WARRANTY**

Warranty stays with the home or structure. No transfer necessary.