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## Warranty Certificate for Slab Foundations

Adjustments shall be made only to piers installed by Hercules Foundation Repair, LLC ("Hercules") wherein a change of elevation has occurred that exceeds one half-inch (1/2") on a ten-foot (10') span after final payment for installation of the piers was made to Hercules. This warranty is only applicable to the piers that were repaired or adjusted by Hercules. Hercules will make adjustments to piers during the first two warranty claims that in Hercules' sole discretion necessitate adjustment at no cost. For any warranty claims made after the first two warranty claims any adjustments to piers will be adjusted by Hercules at a fee of \$150.00 per pier.

If the Client(s) or Authorized Agent of Client(s) elects to install concrete piers, the effective period of this warranty is ten (10) years from the date Hercules receives final payment of any and all balances owed.

If the Client(s) or Authorized Agent of Client(s) elects to install steel piers, the effective period of this warranty is for life from the date Hercules receives final payment of any and all balances owed.

This warranty does not cover future issues pertaining to acts of God, acts of neglect or omissions by owner, ground movement, or anything else not under control by contractors. This includes additional piers that may be needed in the future.

This warranty does not apply to homes that at any time have plumbing leaks, water pooling under the home, or water/drainage issues.

In order for this warranty to be effective, Client(s) or Authorized Agent of Client(s) must return an executed warranty to Hercules within fifteen (15) days of the date this warranty document was emailed by Hercules.

>The owner(s) must provide Hercules an opportunity to inspect the premises and an opportunity to make elevation adjustments at the discretion of Hercules. Hercules reserves the sole right to determine the final elevations.

This warranty shall become null and void should any individual or entity other than Hercules attempt to or make elevation adjustments to piers installed by Hercules or perform any foundation repairs at the property.

The remainder of any applicable warranty period may be transferred to two (2) subsequent owners who purchased the Home directly from the Client(s) or Authorized Agent of Client(s). The warranty may be eligible only if the subsequent owners notifies Hercules within 30 calendar days of the transfer of the home. Upon notification within the foregoing timeframe of a transfer of the home, Hercules will schedule an inspection of the home with the subsequent owner after their payment to Hercules of a fee of 5% of the contract price of the work originally performed by Hercules. Hercules reserves the sole discretion to determine at this inspection whether the warranty can be transferred to the subsequent owner of the home.

To make a warranty claim, Client(s) or Authorized Agent of Client(s) must report any claims via phone or email to Hercules within 30 calendar days after discovery. A fee of \$250.00 must be paid to Hercules. prior to their inspection of the warranty claim. If after inspection, Hercules determines in its sole discretion there to be a warrantable claim, Hercules will perform adjustments to the affected piers and refund Client(s) or Authorized Agent of Client(s) the fee paid of \$250.00.

If Client(s) or Authorized Agent of Client(s) files a warranty claim and Hercules determines new foundation repairs are required to maintain warranty coverage on existing in-place repairs, Hercules will provide Client(s) or Authorized Agent of Client(s) with a proposal for the new foundation repairs. If within ninety (90) calendar days after receipt of a proposal for new foundation repairs, Client(s) or Authorized Agent of Client(s) fails to hire Hercules to perform said repairs, the remainder of the warranty for the in-place repairs will be hence forth forever null and void.

If the warranted work in-place involved the installation of interior pier(s), \$100 per foot of tunnelling will be payable by Client(s) or Authorized Agent of Client(s) prior to warranted adjustment(s) of the pier(s) if tunneling is required to adjust pier(s) that were installed without tunneling. The foregoing fees will also be charged if the Client(s) or Authorized Agent of Client(s) request Hercules perform tunneling to adjust any interior pier(s).

A handwritten signature in black ink, appearing to be "Abigail Hammond", is located at the bottom center of the page.

Sign here

**Hercules Foundation Repair, LLC.**

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