

Done Right Foundation Repair, LLC

115 E. Huebinger St
Marion TX 78124
(512) 243-9991 Austin
(210) 590-5150 San Antonio
(830) 358-7024 New Braunfels

10-Year Foundation Repair Warranty

Original Customer: Nicole Neely
Completion Date: September 25th 2025
Address: 2121 Pecan Leaf
New Braunfels TX 78130

Contractor: Done Right Foundation Repair, LLC
Address: 115 E. Huebinger St
Marion TX 78124

Warranty Terms

The terms of the warranty are as follows:

1. If future settlement occurs that can be corrected by adjusting the piers previously installed by Contractor, adjustments will be performed at no cost for the duration of the warranty providing that all provisions of this warranty and the Contract Proposal for Foundation Repair have been met and complied with. If required, the Customer is solely responsible for obtaining and paying the costs of any permit fees, engineering fees, materials, post-repair leak testing, cost of tunneling to access the piers or plumbing if tunneling was done.
2. This warranty is limited only to the area supported by the pier(s) installed by the Contractor. Piers installed in one area of the structure will not provide warranty coverage to any other part of the foundation.
3. This warranty includes one free inspection of the foundation repairs within one year of the Completion Date upon written request by Customer. Customer may request additional inspections at a cost of \$475.00 per inspection.
4. Customer acknowledges he/she/they are solely responsible for ensuring that rain and surface water is draining away from the home and for maintaining uniform moisture content in the ground around the perimeter of the home.
5. This warranty document forms an integral part of the original contract. The foundation repair warranty is transferable solely to the first subsequent purchaser(s), successor(s), or assign(s), and no further transfers shall be permitted without explicit written authorization from the Owner or Project Manager of Done Right Foundation Repair LLC.

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Warranty Exclusions

This warranty shall be null and void if:

1. If there are modifications, improvements, additions, and/or damage to the structure and Contractor is not notified within 30 days of the damages or prior to the changes or modifications to the structure.
2. Customer fails to perform necessary maintenance including failure to maintain positive sloped drainage away from the structure. Erosion and surface water in and around the piers will cause the soil to expand and contract thus causing the piers to shift.
3. Any plumbing leaks, subsurface water leaks, adverse drainage, and/or any other moisture penetration exists and is not corrected immediately by Customer.
4. Failure to complete any necessary plumbing repairs within thirty (30) days of the completion of the Foundation Repair by a licensed master plumber—and to provide the Contractor with both the plumber's scope of work and a paid invoice for the completed repairs—shall constitute noncompliance. All plumbing repairs must be performed in accordance with local codes and regulations, including obtaining a building plumbing repair permit from the city municipality in which the property is located, should one be required.
5. It is extremely and highly recommended to install gutters with down spout extensions at a minimum of 24" away from the structure within ninety (90) days of the Completion Date. Pictures of the home to include gutter installation must be received in our office a minimum of one hundred (100) days from the Completion Date.
6. Acts of nature outside the control of Contractor such as drought and excessive rain without the presence of gutters and down spout extensions. If the structure is located on a fault this warranty is void.
7. Any party other than Contractor performs any work on or inspects the foundation, piers or beams without Contractor's prior written consent.
8. Failure of Customer to notify Contractor of potential shifting of the piers within thirty (30) days of noticing any movement.

A \$475.00 trip fee will be assessed even during the first year after the Completion Date it is determined at the time of inspection that any current issues with the foundation were the result of improper maintenance. If the fee is not immediately paid the warranty is void and of no further force or effect.

Contractor is entitled to any and all fees assessed for adjustments to piers that are not covered by this warranty or have shifted due to improper maintenance, actions of third parties, drainage, and/or plumbing issues.

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All the warranty documents from the warranty packet must be signed by Customer and returned to Contractor within ten (10) days via certified mail or email, or the warranty may be forfeited and become null and void.

All warranty requests must be submitted to Contractor in writing.

The “Transfer of Warranty” document and all warranty documents including maintenance pages provided with the warranty packet must be signed by buyer and seller and received by Contractor within ten (10) days after closing with all parties’ signatures with the transfer fee. Failure to properly transfer the warranty renders the warranty null and void.

<p>Customer Signature: _____</p> <p>Date Signed: _____</p>	<p>Done Right Foundation Repair, LLC</p> <p>By: <u>Mason Felsing, Project Manager</u></p>
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Arbitration of Disputes

Any and all disputes arising between parties relating to, arising out of, or any way connected with Contractor for Foundation Repair, or any term or condition hereof, or the performance by either party of its obligations hereunder, whether before or after termination, shall be resolved by binding arbitration. Whenever a party decides to institute arbitration proceeding, it shall give written notice to that effect to the other party. The party giving such notice shall refrain from instituting the arbitration proceedings for a period of (60) days following such notice. During that period, the parties shall make good faith efforts at amicably resolve the dispute without arbitration. Any arbitration hereunder shall be conducted under the rules of the American Arbitration Association unless otherwise agreed in writing by the parties.

Transfer of Warranty

In the event that a change in ownership occurs, assignment of this warranty a new Owner or Owners must be accomplished no later than ten (10) days after the sale of the property. Assignments will be in accordance with the warranty and with the procedure in effect at the time of transfer, upon receipt of payment of the transferred warranty, new warranty documentations will be mailed out in the new Owners name.

Status of the Agreement

This warranty contains the entire agreement of the parties as set forth in aforesaid contract: there are no other warranties expressed or implied, representations, promises, agreements or undertakings, oral or written, between the parties hereto, other than those set forth in the said contract and/or those contained herein above.

Attachment

Attached to and make part of this warranty agreements is: Transfer agreements for use in the event of a change of ownership of the subject property.

Received and Accepted By:

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Foundation Maintenance Program

Highly expansive clay soils, as are typically found in the Central Texas area, exhibit a great amount of expansion and contraction cause by seasonal moisture changes and varying weather conditions. Clay soils that become too dry will shrink and not be able to maintain the physical elevation of a structure's foundation. High ambient temperatures and long periods of inadequate rainfall can cause moisture loss several feet below the surface and take a devastating toll on foundations. Conversely, clay soils that become overly saturated can lose their load bearing capacity.

Guidelines regarding residential foundations and soil moisture changes:

- The key to maintaining foundation elevations is proper drainage. Water should always run away from the house with no pooling of water near the foundation. Soil should be about 2" below the top of the perimeter grade beams, and slope about 1"-2" per foot for a minimum of 18" away from the perimeter. It is recommended to place fill dirt at perimeter grade beams, gutters, and splash block down spouts. Only clay-like soils should be added around the perimeter, NOT porous or sandy soils.
- Keep an eye on the soil conditions around your house by looking at the "soil line", which is where the soils meet the concrete beam wall. If the soil line has pulled away from the foundation more than 1/8", it is time to water. Ideally, the soil should be snug against the wall. If you see that the soil has pulled away, it is recommended to **not** add water directly into the separation because it may settle under the beam and make the soil in that area too wet. Instead use a sprinkler or soaker hose. The separation should close by itself in a few days.
- The moisture content of the soil at the perimeter of the foundation should be slowly increased and maintained during all seasons. Water the foundation in a uniform and systematic manner with an automatic system or soaker hoses placed 12"-18" from the perimeter beam wall. The key is to keep the soil moist but not muddy. Watering every other day for about twenty minutes is usually sufficient, but should be increased during very hot, dry period when drying cracks occur. During hotter seasons, the South and West sides of the house might require more watering because of exposure to more direct sun than the North and East sides.
- It is recommended to not plant trees or shrubs next to the foundation because their roots sap moisture from the soil, both at the foundation and under the slab. This then lowers the moisture content of the active supporting soil at various places, which can cause differential settlement of the foundation. Trees, in particular, should be planted no closer than their expected grown height (i.e., if a tree is anticipated to grow 30' tall, it should be planted at least 30' away from the house.) Also, certain fast-growing bushes (like red-tipped Photinias) should be avoided completely, if possible, because they consume large amounts of water hence fast-growing.

Most major foundation movements can be prevented if the active supporting soil is well maintained. The extent of distress will be lessened and the service life of the residence is considerably increased.

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Soil Moisture Management and Its importance to Foundations

It is generally recognized that the soils that underlie most houses and buildings in Central Texas contain moisture-sensitive clays. There are dozens of sub-categories of these clays but the major characteristic all have in common is that they shrink when drying and swell when taking-on moisture. These clays behave this way whether they are in the field or beneath buildings acting as foundation support soils. Most problems with foundations built on these soils are caused by non-uniform foundation settling or up-heaving.

Foundation distress or damage from this natural soil behavior can be controlled by managing the uniformity of foundation soil moisture; in such cases, the goal is to maintain soil moisture at a uniform and constant conditions regardless of the weather. This may mean re-grading yard surfaces near the foundation edges to promote positive drainage away from the building. Such grading can be accomplished either by removing soil to create a surface drainage swale, and/or by adding fill dirt adjacent to the foundation perimeter and sloping outward. In such instances, take care to not raise soil level to approach the height of wood trim or masonry weep holes (usually in the bottom course of stone or brick walls). Also helpful is the use of rain gutters to collect and redistribute rainwater to locations that dependably drain away from the foundation edges.

During hot dry weather moisture should be added to replenish evaporation losses and plant root removal of soil moisture by plant roots. This should be accomplished in many ways depending on available moisture delivery systems; for example, landscape irrigation systems can be adjusted to provide sprinkler water coverage for these purposes, and the use of soaker hoses within 10-12 inches of the foundation edge can be effective. By whichever method used, take care to add sufficient but not too much water; if surface soil cracks become visible first near the southwest foundation edges, then increase the amount of added moisture in those areas. In Central Texas, this usually amounts to operating soaker hoses 20-30 minutes daily during the hottest dry summer periods (shorter periods at areas less likely to show soil cracks). Avoid watering to the point of creating enduring pools of water or perpetually muddy surface conditions. The best moisture control is to observe for soil surface cracks to learn how long after rain showers to wait before resuming addition of moisture. Where soaker hoses are used, these can be placed on soil surface or covered-over by soil added to form a grade drainage surface sloped away from the foundation. A desirable soil slope is 5 to 6 inches higher at the foundation perimeter and sloping outward to meet natural grade at least 5 ft. away.

The soil-drying effect of trees and shrubs often goes underestimated; the differences in moisture consumption by the many varieties of trees and shrubs often are not recognized. It is well to realize that the plants and trees noted for fast growth also usually extract the most soil moisture (Arizona Ash, Tallow, Mimosa, and Willow Trees, and Photinia and Boxwood shrubs, to name a few). Of course, the goal of many landscaping treatments is a quick show of plant growth, but the faster-growing, thirstier plant species should not be used near enough to the building to affect foundation soil moisture. The presence of trees or shrubs carries the responsibility of irrigation the soil so plant needs can be met without sending out forager roots that affect sidewalks, driveways and building foundations. Root growth control can be achieved by pruning roots (much as pruning branches) and by various root shield methods; there are the physical (plastic, metal or concrete) barrier methods and there are chemically impregnated sheets that time-release chemical substances which reportedly are environmentally safe and act to discourage root cell growth beyond the installed chemical barrier.

By recognizing that growing plants and hot dry weather extract soil moisture, and that the replenishment moisture is available by various man-controlled method as well as rainfall, it is feasible to reduce significant foundation movement through enlightened soil moisture management.

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115 E. Huebinger St Marion TX 78124

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Transfer & Re-Assignment of Warranty

This is to certify on _____ 20__ title to the property know as

_____ (Address)

Was transferred from (Seller) to (Buyer) on this date:

Signature of Seller Being: _____

Signature of Buyer Being: _____

The Buyer and new homeowner hereby accept full responsibility for all terms and conditions associated with the transfer of the existing foundation repair warranty, including payment of the applicable warranty transfer fee. The Buyer agrees to execute and submit a signed Warranty Transfer Receipt to Done Right Foundation Repair LLC via certified mail no later than ten (10) calendar days following the closing date at the property address listed above.

The Buyer further acknowledges and agrees to be bound by all provisions of the original foundation repair contract, and understands that all warranty documents in the Seller's possession must be signed and acknowledged by the Buyer in order to validate and complete the warranty transfer.

As a mandatory condition of warranty transfer eligibility, the Buyer must provide written documentation of a **successful hydrostatic test performed within the past twelve (12) months by a licensed plumber**, confirming that the property's plumbing system is free of leaks or deficiencies. Failure to provide this documentation will result in the denial of warranty transfer.

Additionally, an onsite inspection must be requested and conducted by Done Right Foundation Repair LLC within ten (10) days prior to the scheduled closing date to assess the current structural conditions and determine if the warranty is eligible for transfer. If this inspection is not timely requested by either the Buyer or Seller within the required time frame, the warranty shall be considered forfeited and will not be transferable.

State of _____

County of _____

This instrument was acknowledged before me on this day of _____ 20__

By: _____ (Notary Public for the State of Texas)

My commission expires on: _____

This document serves as formal certification that the warranty transfer fee in the amount of **Four Hundred Seventy-Five Dollars (\$475.00)** has been acknowledged and accepted by Done Right Foundation Repair LLC. Upon receipt of full payment of said transfer fee, along with all required documentation as outlined in the warranty transfer conditions, the foundation repair warranty shall be officially transferred and recorded in the name of the new homeowner(s), effective as of the date of receipt. Failure to remit the required transfer fee and/or submit all necessary documents within the specified timeframe shall result in the **warranty being deemed null, void, and non-transferable. No exceptions will be made under any circumstances.** Done Right Foundation Repair LLC shall bear no responsibility or liability for any claims, repairs, or coverage under the original warranty unless all stated conditions for transfer have been fully satisfied.

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